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VOL. L., No. 14.

The Solicitors' Journal.

LONDON, FEBRUARY 3, 1906.

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be authenticated by the name of the writer.

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Current Topics.

Undischarged Bankrupt Solicitors.

IT MAY be hoped that the statement by the President at the meeting of the Law Society last week, coupled with the recent remarks of Mr. Justice GRANTHAM, may lend a stimulus to the passing in the ensuing session of the Bill giving a discretion to refuse to issue certificates to solicitors who are undischarged bankrupts. We imagine, however, that it will have to be adopted as a Government Bill in order to secure its passing. If it were introduced in the Commons early in the session by the Attorney-General, it would have a good chance of getting through Parliament.

The Rules under the New Trade-Marks Act.

THE NEW Trade-Mark Act, which passed into law on the 11th of August last, comes into operation on the 1st of April next, but at present it is for practical purposes in an incomplete condition because no rules have yet been made by the Board of Trade under section 60, by which the rules when made are to be of the same effect as if they were contained in the Act. This section also very properly provides that, before the rules are made, the Board of Trade shall publish notice of their intention to make the rules and of the place where copies of the draft rules may be obtained "so as to enable persons affected to make representations to the Board before the rules are finally settled." Up to the present no such notice has been published, and whether the draft rules are completed or not we do not know. If they are not, it is obvious that the draft rules ought to be completed, and the notice published, without much further delay; otherwise there is a danger of the rules, which are of considerable practical importance, being hurried into existence without a sufficient opportunity for the Chambers of Commerce and other bodies interested in the matter giving to them that consideration which obviously they ought to receive before final settlement. Of course there is the usual provision that the rules are to be laid before Parliament, which can within forty days resolve that the rules, or any of them, ought to be annulled. Why the authorities have taken over six months to draft the rules passes our comprehension. If it takes over six months to draft the rules, how long will it take the Board to give adequate consideration to the "representations" which will undoubtedly be made to them by those interested in the matter?

The Law as to the Marriage of Children.

WE READ in the newspapers that, in consequence of the growing practice in Manitoba among children of foreign nationalities of marrying at a very early age, the Attorney-General, Mr. CAMPBELL, has introduced a Bill into the Manitoba Legislature providing that children under fourteen cannot marry, and that when they are under eighteen, the consent of their parents is necessary. We are disposed to think that a large proportion of English people are ignorant of the fact that by their law the age at which infants are competent to marry is fourteen for a male and twelve for a female. This law was derived from the civil law, and also substantially from the canon law, and AYLiffe in his *Parergon*, in discussing the rule, makes this remarkable observation: "This is the age of persons which the law has deemed capable of advice and understanding, which ought to be principally regarded in the business of matrimony, because so many inconveniences may flow from an indiscreet marriage." That the law should tolerate a marriage which would be reprobated by every sane person in this country, is rather curious. Early marriages have become less frequent in England. The advice of Mr. PUNCH to young people about to marry, "Don't!" is not always disregarded. The early marriages of princes, princesses, and members of the aristocracy are not always arranged with regard to the happiness of the parties concerned, and in countries like France, where marriages are controlled by parents and guardians, there is much anxiety to hurry on a marriage with young people who are well endowed with worldly goods. But a marriage between children is another matter. There is not a word to be said for it, and it is little less than incredible that the Legislature, after the stringent enactments of the Criminal Law Amendment Act, 1885, with regard to the age of consent, should have thought it unnecessary to alter a law as to the age at which infants may marry—a law which is wholly unsuited to the opinions of the present day.

The New Lord Justice.

BY THE appointment of Lord Justice MOULTON a third senior wrangler is added to the Court of Appeal. The selection is open to the objection, on which we recently commented, that it is understood to have been made for the purpose of accommodating certain conflicting political claims to office elsewhere. But, on the other hand, there can be no doubt that for sheer intellectual ability the new Lord Justice was the most prominent man in practice at the common law bar. As senior wrangler he utterly outdistanced every one in his own year; and at the same time he was president of the Union and rapidly took a leading place among the authorities on physical science and especially electricity. Like Professor CLIFFORD, almost his contemporary, he shewed that he was hardly inferior to HUXLEY and TYNDALL in the power of popular exposition of the most subtle scientific problems. It was in these directions that the greatest hopes were formed of him. But after a few years at Cambridge, he decided for the bar, and his success was rapid and marked. His call nearly coincided with a vast development in applied electrical science and patents, and in such matters he was in universal demand, and soon became the leading authority. He was called in 1874 and took silk in 1885, and has ever since retained in that particular line the position which he gained as a junior. He also entered Parliament, where he has remained with one interval till the present time. There he will perhaps be best remembered as the persuasive and subtle witness who convinced a commission of the soundness of the theories of betterment and worsement in connection with public improvement's. Notwithstanding all these brilliant attainments, he has not been popular either with the bench or the bar. The bench appeared to think him too clever by half, and the bar looked askance at him for various reasons, one of which was that his opinions were too much advertised on prospectuses in a manner which professional etiquette resented. He could be a fascinating talker, but he rarely took the trouble, and rather played the part of the absorbed and superior person, and the ostentatiously wealthy man. On the bench he should be a great success if ability and industry are sufficient. He is hardly so widely equipped for the position of the leading mercantile lawyer as his predecessor Lord Justice MATHEW, or in equity as his colleague

Lord Justice STIRLING, but in grasp of the scientific problems with which litigation is now much engaged he need not fear comparison with any judge on the bench. We are not sure that he might not have been better employed elsewhere. There was a rumour a short time ago that he was likely to be the Chancellor of the Exchequer if ever the Liberal party should have the chance of appointing one. And, certainly, if great problems of finance—such as the re-modelling of the income tax, and the reform of rating, and the readjustment of accounts between the national and the local exchequers—are to be dealt with, his originality and mastery of intricate figures and principles, and his amazing powers of popular exposition, would enable him to grapple with such subjects more efficiently than anyone now left in the House of Commons. But chance or choice has sent him to the bench, where he will have other opportunities.

The Lord Chancellor's Legal Patronage.

THE ANOMALOUS position of the Lord Chancellor was the subject of a paper read by Mr. R. J. SUGDEN, of Bradford, at the Leeds meeting of the Law Society (49 SOLICITORS' JOURNAL 841), and the writer called attention, among other matters, to the increase which the spread of officialism would bring to his already vast patronage. The paper was written before Lord HALSBURY'S Chancellorship had come to an end, and it had in view the threatened development of the Land Registry Office and the establishment of a public trustee. But the advent of a new Lord Chancellor naturally calls attention to the disposal of his existing patronage, and a correspondent of the *Times*, writing in the issue of the 30th ult., ruthlessly exposes the conventions which have hitherto prevented this from being solely in accordance with the public interest. The Lord Chancellor, we are reminded, appoints the five Lords Justices of Appeal [*i.e.*, practically], the twenty-two justices of the High Court, the sixty county court judges, and occasionally the masters of the Supreme Court and many minor officials, the total of the salaries annexed to the offices being about £225,000 a year. The theoretical view is that this patronage is vested in him subject to an implied trust that "it is to be used solely for the purpose of promoting and maintaining the dignity and efficiency of the judicial staff by duly rewarding professional merit by judicious promotion." But the *Times* correspondent is compelled regretfully to dismiss this theory as being too obviously inconsistent with the facts. He next propounds the "spoils" theory. The patronage is only nominally that of the Lord Chancellor. It is in reality a secret service fund, limited in its distribution to lawyers, but available for the relief of party politicians at the instance of the party whips. "The Chancellor," on this view, "is above all things a politician, now enjoying the fruits of political virtue and valour, and he is bound by immemorial precedent to take care that the rank and file of the 'party' are not left destitute and forlorn in the distribution of the 'party spoil.' But it seems that this view does not touch the bottom. There is a third, which we are told is most in accordance with the facts. The patronage is divisible into three parts—the first part, by a tacit understanding, goes to lawyers who have deserved well of their party; the second to lawyers who have deserved well of the public; and the third? Well, that, it appears, goes "towards satisfying the ravenous hordes of relatives, friends, and acquaintances which are as a drop of bitterness in the cup of all Lord Chancellors." The writer says that if this is ever to cease both parties must agree to a self-denying ordinance. If it is not, he pleads that the system should be, at least, regularized, and the proportions available for each of these three purposes defined; and he suggests that "it would be judicious in the last two cases to provide for the occasional commutation of 'professional advancement' by a payment in cash, so that the *status* of the judicial bench may be preserved from all danger of profanation." The satire is excellent. It may be hoped that it will not fail of effect.

Sir Howard Elphinstone on the Law Society's Report on Officialism.

THE CURRENT number of the *Law Quarterly Review* contains an interesting criticism by Sir HOWARD ELPHINSTONE of the recent

Report of the Law Society on Officialism. The report, it will be remembered, dealt with the actual increase of officialism in connection with bankruptcy, winding up, and land registration, and its proposed extension to trusts by the creation of a public trustee. Sir HOWARD ELPHINSTONE admits that the report makes out a *prima facie* case for a change in the law of bankruptcy and winding up, and he takes no exception to the proposal of the report that the management of a bankrupt estate should be placed in the hands of the creditors, while the disciplinary provisions of the bankruptcy law should be left to officials. The official control over administration of the estate would be confined to inspection. It would be possible thus to preserve the terrors of the bankruptcy law as a warning to dishonest or reckless traders and others without increasing the loss caused by their conduct to innocent creditors. As regards winding up, Sir HOWARD ELPHINSTONE recognizes in particular the loss which may be caused by the over-haste of official receivers in realizing the assets before the wishes of the creditors have been consulted, and he emphasizes the injustice of the system under which the proceeds of realization are paid into a general liquidation account, and the income is applied for the benefit of the department instead of for the benefit of the creditors of the company.

Registration of Title.

IN REGARD to registration of title, however, Sir HOWARD ELPHINSTONE does not so readily admit the justice of the strictures contained in the report. He describes himself as one of the few lawyers who believe that compulsory registration would, on the whole, notwithstanding the disadvantages attending it, be beneficial. At the same time, he observes that experience of the working of the Land Transfer Acts has shewn that they require considerable amendment to make them work properly, and that in their present form they occasion wholly unnecessary expense, especially in dealing with building estates. Hence, in his opinion compulsion ought not to be enforced until the Land Transfer Acts have been amended. His reason for approving compulsion if they are amended he states as follows: "When the system has got into working order, it will greatly diminish the cost of dealing with land, owing to its rendering it unnecessary to investigate the title." As regards expense of investigation, he suggests that a title has, on an average, to be investigated at least once in every ten years, and probably more often. "It will be found," he says, "that the costs of registration with absolute title, when accumulated at compound interest for fifteen years, fall short by a considerable sum of the joint costs of the vendors' and purchasers' solicitors of investigating the title on a future sale or mortgage, and the costs so saved will be a benefit to the community." And he suggests that an inquiry shall be undertaken as to the average number of dealings with land requiring investigation of title within a certain number of years after a purchase. It would then, he says, be easy to see whether his opinion is well founded or not. We are not at all clear, however, that the merits and demerits of compulsory registration can be settled upon an actuarial basis. For one thing, the costs which Sir HOWARD ELPHINSTONE proposes to save will not be all gain to the community. To a large extent the saving will be at the expense of private professional persons in order to hand over the money gained to public officials. A printer's error in his article puts the expense of the new Land Registry offices at £25,000. We presume £25,000 is meant, and this is only one item in the enormous cost which will be entailed in establishing registries all over the country. Landowners may not like paying solicitors, but will they like paying officials any better? Expert assistance of some kind is necessary in dealing with land, and we hold the opinion that the entrusting of work to individuals is altogether healthier and better for the community than the handing it over to an army of officials. But the question is not simply one of saving the costs of investigation of title. This can be done without having recourse to registration. The mode in which the present system of registration has been pushed forward of recent years has made it impossible to proceed with the reforms which would have been the natural development of the Conveyancing and the Settled Land Acts. Compulsory registration, whether under the

present Acts, or under amended Acts, does not seem to be the best system in the interests of the public, and it will be the duty of solicitors to emphasize the inconvenience and complication that attend conveyancing by registration, and to obtain the substitution of a system which will introduce simplicity and promptness into dealings with land, without the trouble and expense incident to official interference.

Payment to Authorized Agent of Creditor.

THE CASE of *Robb v. Gow*, decided by the Court of Session on the 17th of November, is an interesting decision upon what may be considered sufficient evidence of the payment of a debt to the authorized agent of the creditor. There can be no doubt that in dealings with tradesmen it is often difficult to give strict proof of the payment of a debt. Where goods—for example, clothing—are delivered at the house of the debtor, he would probably hesitate before paying the person who delivers the goods. But if he had bought goods at a particular shop, he would be apt to think that he was safe in paying the amount of his bill to any person serving behind the counter, especially if, as is the case in many English shops, there is nothing to indicate the clerk or cashier who is authorized to receive all payments. It has indeed been held in England to be quite sufficient if payment is made to a person sitting in the counting room of the creditor with account books near him and apparently entrusted with the conduct of the business. But it cannot be said that the decisions on the subject of payment contain much to guide the debtor in discovering who is the authorized agent of his creditor, duly authorized to receive payment of the debt. In *Robb v. Gow* the plaintiff ROBB, in payment of shares bought for him by a firm of stockbrokers, drew a bearer cheque for the price, which he either sent by post, addressed generally to the firm, or handed to C., a confidential clerk in the firm. C. misappropriated this cheque and made a forged entry of the receipt of the account. He had no authority to bind the firm by the receipt of money. The plaintiff having brought this action against the firm for delivery of the shares, they pleaded that they had not received payment. The court held that the method of transmitting the money was not a reasonably safe method to adopt, and as C. had not *de facto* power to give receipts on behalf of the firm, they were not liable for the loss. The conclusion from the case is that to send a cheque which is not only not crossed, but is made payable to bearer, is, according to modern ideas, not a payment in the ordinary course of business.

Payment to Creditor After Bankruptcy Petition.

THE AVOIDANCE of payments on the ground of undue preference is, by the terms of section 48 of the Bankruptcy Act, 1883, confined to cases where the payment is made within three months before presentation of a bankruptcy petition. Payments made after that event, but before a receiving order, are in general avoided by the fact that the trustee's title relates back so as to take the bankrupt's property out of his control. The case of *Re Dunkley & Sons* (54 W. R. 171), however, before BIGHAM, J., shews that such a payment may still be within the protection of section 49. This validates payments to a creditor, provided that the payment is made before the date of the receiving order, and that the creditor has no notice of any available act of bankruptcy committed by the debtor. In *Re Badham* (10 Morr. 252) it was held, however, that although section 48 did not apply where the payment was made after the petition, yet the payment would not be entitled to the protection of section 49 if it was in fact contrary to the policy of the bankruptcy laws. "It is, in effect," said VAUGHAN WILLIAMS, J., "a common law fraud to make a payment contrary to the bankruptcy laws, and I do not intend to give the benefit of the protecting section to any such transaction. I hold that the money was the property of the trustee at the time when the bankrupt paid it away, and the case does not come within the protecting section." In that case, however, it was also held that the payment was in fact made in bad faith, and this has been treated by BIGHAM, J., in the present case of *Re Dunkley & Sons* as the justification for the decision. Where, on the other hand, as in the case before him, the creditor received the money in good faith, there was nothing to deprive him of the protection

afforded by section 49. Hence the creditor was entitled to the benefit of an assignment of a sum of money due to the bankrupt made by the bankrupt after the presentation of the petition, but before the receiving order.

Mens Rea.

THE CASE of *Laird v. Dobell* (1906, 1 K. B. 131) has added another to the list of cases in which it has been held that, upon the true construction of a penal statute, the *mens rea* is not a constituent element of the statutory offence. The Act in question was the Fertilizers and Feeding Stuffs Act, 1893 (56 & 57 Vict. c. 56), s. 3 of which provides that if any person who sells any article for use as a fertilizer of the soil or as food for cattle, or causes or permits any invoice or description of the article sold by him to be false in any material particular to the prejudice of the purchaser—he shall be liable to a penalty. The respondent, who was charged with selling cake meal of a description false in a material particular to the prejudice of the purchaser, deposed that before selling it he had caused it to be analyzed, and that he had sold the meal on the faith of the analysis. The Divisional Court, while thinking that the case was a hard one, thought that the object of the section was to protect the purchaser where the description of the article sold was in fact false, though not false to the knowledge of the vendor. The reason of what seems to be a harsh enactment can only be found in the extent to which articles of food, whether destined for men or animals, are subject to adulteration.

Pensions of Retiring Ministers.

THE RECENT change of Ministry draws attention to a legal provision which does not appear to have a place in the text-books on constitutional law. By 4 & 5 Will. 4, c. 24 and 32 & 33 Vict. c. 59 retiring members of an administration may receive a pension under certain conditions according to their offices. It is natural, however, that little use is made of the statutes, as the member himself has to apply for the pension and to make a declaration "of the inadequacy of his private fortune to maintain his station in life." The pension is granted by the commissioners of the Treasury, who may only distribute a certain number in each class.

Bank Advances on Goods.

THE case of *Re Young, Hamilton, & Co., Ex parte Carter* (1905, 2 K. B. 381), to which we have already shortly referred (*ante*, p. 54), supplies an instructive instance of the circumstances under which a charge on goods given to secure an advance will be taken out of the operation of the Bills of Sale Acts, 1878 and 1882. Under section 4 of the former Act the expression "bill of sale," in addition to including specified instruments affecting the title to goods at law, includes also "any agreement, whether intended or not to be followed by the execution of any other instrument, by which a right in equity to any personal chattels, or to any charge or security thereon, shall be conferred." But the list of exceptions appended to the definition excludes from the "bill of sale" (*inter alia*) the following: "Transfers of goods in the ordinary course of business of any trade or calling, bills of sale of goods in foreign ports or at sea, bills of lading . . . warrants or orders for the delivery of goods, or any other documents used in the ordinary course of business as proof of the possession or control of goods." The exemption was extended by the Bills of Sale Acts, 1890 and 1891, to instruments of charge upon imported goods given before their deposit in a warehouse, or reshipment for export, or delivery to a purchaser. It is to be noticed that the inclusion by the Act of 1878 of instruments of equitable charge under bills of sale was an extension of the interpretation clause in the Bills of Sale Act, 1854, though the list of exceptions there stated contained the words just quoted from the later Act. It follows that, while equitable charges now fall *prima facie* under "bills of sale," yet they are excluded when they are created by any of the instruments enumerated in the list of exceptions.

The effect of the extension to equitable charges is shewn by reference to *Ex parte Watson* (5 Ch. D. 35), which was decided upon the Act of 1854. There an agreement was entered into

between L., a merchant in London, and W., a manufacturer in Yorkshire, that W. should from time to time supply L. with goods, W. drawing upon L. for the price of the goods and L. accepting his drafts. L. was to ship the goods to R. at Shanghai for sale on his account. On receipt of the bills of lading L. was to send them by ordinary post to R., to whose order they were made out. W. was to have a lien upon the bills of lading, and each shipment of goods in transit outwards, or in the hands of the consignees or any other persons, and also upon the proceeds or produce purchased with the proceeds. The lien, however, was to extend only to the particular shipment, and was to cease when the bill of exchange which had been accepted by L. had been paid. No notice of this agreement was given to R. L. ordered goods from W., and these were packed by W.'s packer, who forwarded them to a ship which was loading London for Shanghai. The packer, in advising L. of the dispatch of the goods, told him that they were "at his disposal." L. accepted W.'s draft for the price, but, owing to his failure to pay the freight, the bills of lading were not delivered to him. After the ship had sailed L. committed an act of bankruptcy upon which he was adjudged bankrupt. The bills of lading remained with the shipowners in London, of whom they were claimed both by W. and by the trustee in bankruptcy. It was arranged that the goods should be sold by the agents of the shipowners at Shanghai and the proceeds paid to the person entitled. It was held that the demand of the bills of lading by W. was an effectual stoppage of the goods *in transitu*, and that he had a prior claim upon the proceeds; and also that the agreement did not fall within the words "bills of sale . . . and other assurances of personal chattels . . . and authorities to take possession of personal chattels" in the Bills of Sale Act, 1854. A contract of such a kind, said JAMES, L.J., gave a right connected with the vendor's lien, but it was not a bill of sale within the meaning of the Act. Hence it was unnecessary to consider whether it was excepted as being a transfer of goods in the ordinary course of business of any trade.

Similarly in *Ex parte North-Western Bank, Re Skee* (15 Eq. 69) a charge upon goods was held not to fall within the definition of bill of sale in the Act of 1854. SKEE, who was a factor and warehouse keeper, by letter of hypothecation pledged certain wool to the bank as security for payment of money. The letter stated that in consideration of the bank advancing £7,000 SKEE agreed to hold the wool as trustee for the bank and as security for the advance, and to sell the same under the bank's order and pay them the proceeds when received. SKEE further agreed that he would, when requested, deliver the wool to the bank to enable the bank to sell. It was held by BACON, C.J., that this letter constituted a good equitable charge, but that it did not fall within the expression "bill of sale"; and if it had *prima facie* been a bill of sale, it appears that he would have treated it as given in the ordinary course of business, and so within the exception. The mode, he said, in which the advance was made was in the ordinary course of trade, the engagements entered into by the bankrupt were complete, and the goods from that time were charged with the loan of, and became the property of, the bankers. The decision seems to have been recognized as sound in the Irish case of *Merchant Banking Co. v. Spelvin* (Ir. Rep. 11 Eq. 586).

Such instruments as the above would now, but for the exception, be brought within the definition of bills of sale in the Act of 1878 as being agreements "by which a right in equity to any personal chattels, or to any charge or security thereon, is conferred, and hence it becomes necessary to consider, as was done in the recent case of *Re Hamilton, Young, & Co. (supra)*, whether they fall within the exception. In that case a firm in Manchester were in the habit of purchasing cotton goods, having them bleached and dyed, and then forwarding them to Calcutta; and to enable them to purchase the goods they obtained from time to time advances from their bank. The course of business was for the firm to send the goods to the bleachers and dyers to be prepared, and afterwards they were returned to the firm and sent to packers to be packed for shipment; and on the occasion of each advance the firm sent to the bank a letter of lien accompanied by the bleachers' receipts. The letter advised the bank that the firm had drawn a cheque of specified amount, and requested that the amount might be placed

to the debit of their loan account as a loan on the security of goods in course of preparation for shipment to the East. The letter continued: "As security for this advance we hold on your account and under lien to you the undermentioned goods in the hands of [named bleachers] as per their receipt inclosed. These goods when ready will be shipped to Calcutta, and the bills of lading duly indorsed will be handed to you." The letter also stated that the firm undertook to repay the advance within two months either in cash or out of the proceeds of drafts on the consignees in Calcutta, these drafts to be negotiated by the bank, "and secured by the shipping documents representing the above-mentioned goods." Upon goods being shipped to the East, the firm handed to the bank a copy of the invoice and the bill of lading together with a covering letter known as the shipment letter specifying the goods, and stating the arrangement as to delivery of the goods in Calcutta subject to the bank's lien. The security given by the shipment letter and the inclosed documents was intended to replace the earlier security on the same goods given by the letter of lien, and when goods had been shipped of a value sufficient to cover, or partly cover, the amount outstanding under particular letters of lien, the amount mentioned in the shipping letter was allocated to the particular letters of lien either as a payment in full or in part of the amounts due thereunder. But the bank, after receipt of the letters of lien, had no information as to the movements of the goods between the bleachers or the dyers or the packers, and the firm, nor as to whether the goods specified in the shipment letter and inclosed documents corresponded with the goods specified in any letter of lien. They were satisfied if the goods specified in the bill of lading, invoice, and shipment letter were of a value to cover the amount of the advance mentioned in that letter. There was nothing in the shipping documents enabling them to identify the goods mentioned therein with the goods mentioned in the bleachers' receipts which accompanied the letters of lien.

In June and early in July, 1903, the firm had given letters of lien up to £5,000 on goods which had been placed with bleachers and dyers, and on the 13th of July goods to a large amount were in the hands of the bleachers and dyers. On the same date other goods which had been redelivered by the bleachers and dyers were lying partly in the firm's warehouses and partly in the hands of the packers. On the 14th of July the bank wrote to the bleachers claiming all goods specified in the bleachers' receipts held by the bank, and on the same day they wrote to the firm claiming all goods held by bleachers or packers or the firm against which the bank had made advances which were outstanding. In August the firm were adjudicated bankrupt, the commencement of the bankruptcy being an act of bankruptcy committed on the 24th of July. Under these circumstances the question arose whether the bank had a good title against the trustee in bankruptcy to the goods included in the letters of lien which on the 24th of July were in the hands either of bleachers or dyers, or of the firm or their packers, and BIGHAM, J. (1905, 2 K. B. 381) held that they had. The letter of lien was a document used in the ordinary course of business as proof of the control of goods, and hence was within the exception to section 4 of the Bills of Sale Act, 1878. Moreover, he held that the goods were not, with the consent of the bank, in the order and disposition of the firm in their trade or business under such circumstances that they were the reputed owners of them. Upon both points his decision was affirmed by the Court of Appeal. The giving of the letters of lien, coupled with the deposit of the receipts, brought these documents within the expression "documents used in the ordinary course of business as proof of the possession or control of goods," and the bank, being thus protected by documents which men of business would accept as proof of possession, were not prejudiced by the fact that the actual possession was with the firm or the bleachers or dyers or packers, and that the firm arranged for the preparation of the goods for shipment without reference to the bank. The bank, moreover, as was pointed out by COZENS-HARDY, L.J., could have prevented the firm, by injunction, from dealing with the goods in any manner inconsistent with the arrangement contemplated by the parties—an arrangement which would result in the handing over of bills of lading when the goods were ready for

shipment to Calcutta—and consequently the bank had "control" of the goods. Transactions of this kind are, of course, not within the class of cases for which the Bills of Sale Acts were intended to provide, and it would have been a very serious interference with business had such an arrangement as the above been held to be invalidated by them.

Fraudulent Trade.

It has long been perfectly well settled that if the owner of a trade-mark puts his goods on the market with a false representation embodied in the mark itself, or placed in juxtaposition thereto, he cannot succeed in an action for infringement of his trade-mark, because he does not come into court with clean hands. It is also settled law that, if the misrepresentation is made collaterally—e.g. in an advertisement, and not on the goods themselves—this collateral misrepresentation will not disentitle the trade-mark owner to relief. This is what was decided in the well-known case of *Ford v. Foster* (L. R. 7 Ch. 611), but it has not been appreciated that this only applies where the trade is a perfectly honest trade, and where the trade-mark is a perfectly honest one, for Lord Justice MELLISH, in his judgment in *Ford v. Foster*, when stating the reasons why a false representation in a trade-mark would be an answer at law to an action brought for a deceptive use of the trade-mark by the defendant, added: "The same reasoning would apply if the trade was a fraudulent trade. In that case, also, I have no doubt that no action could be maintained."

This *dictum* of Lord Justice MELLISH, formed the *ratio decidendi* of the judgment on this point of the Lord Ordinary in Scotland in the case of the *Bile Beans Manufacturing Co. v. Davidson* (22 R. P. C. 553). In that case, which was an action for "passing-off" by the defendant, who used the term "Bile Beans" to which the plaintiffs claimed to be exclusively entitled, it was proved that in pamphlets which they used for the purpose of pushing the sale of their bile beans the plaintiffs had made statements as to the discovery of and ingredients in their bile beans which the Lord Ordinary characterized as "both false and fraudulent." He stated that the question was—did these frauds constitute a relevant ground for refusing to the plaintiffs the remedy they sought in the action? He then stated that he was of opinion that they did, and he concluded his judgment on this branch of the case as follows: "It seems to me, accordingly, that the name of CHARLES FORDE, and all the fraudulent statements regarding that person and his discovery, are indissolubly connected with the term 'Bile Beans' so far as used by the complainers, and that in considering whether the complainers are entitled to the remedy they now ask, this Court is bound to take notice of the fact that the complainers' trade, in connection with which the name Charles Forde's 'Bile Beans' and, as part of that name, the two words 'Bile Beans' have been used, is a fraudulent trade, and that, according to the *dicta* of Lord Justice MELLISH in *Ford v. Foster*, no action ought to be entertained by a court of equity to protect it or the name which has been used in connection with it. On these grounds I think that the complainers' application ought to be refused." We understand that this decision is under appeal, but we entertain no doubt of what the result of the appeal will be.

Before parting with the subject we should mention that in the passing-off case of *King v. Gillard* (22 R. P. C. 327), where the question arose whether a successful defendant could be deprived of his costs on the ground of misrepresentations made by him in the course of his trade in the articles complained of, Lord Justice VAUGHAN WILLIAMS said: "In my judgment, where a plaintiff comes for relief, if the plaintiff, in the course of establishing the title on which he relies, has been guilty of fraud upon the public, it is right to say to the plaintiff, You cannot come to the court to get relief because of your own conduct in establishing your own title, which has involved a fraud upon the public."

We are not aware of any English case in which that which was stated by Lord Justice MELLISH by way of *dictum* has been applied by way of decision, although it has, we believe, been frequently done in America, the latest instance being in the case of *Siegert v. Gandolfi* (139 Fed. Rep. 917), which related to Angostura Bitters. Of course we do not forget the case (in

1842) of *Perry v. Truefitt* (6 Beav. 66, 418), but that case, while deciding that a plaintiff, who had made misrepresentations of the character now under consideration, was not entitled to equitable relief, did not decide that he was disentitled to relief in an action at law. In *Ford v. Foster* the court had, however, as pointed out by Lord Justice JAMES, "to determine both the legal right and to apply the equitable remedy."

Solicitors in Parliament.

STATEMENTS have appeared that no fewer than thirty-four solicitors have been returned to Parliament, but we have only been able to identify the following twenty-six English solicitors:

Sir HENRY FOWLER, Wolverhampton.
 Sir HENRY KIMBER, Wandsworth.
 Sir J. T. WOODHOUSE, Huddersfield.
 Sir W. J. BULL, Hammersmith.
 Sir F. W. LOWE (retired), Birmingham, Edgbaston.
 Mr. LLOYD-GEORGE, Carnarvon.
 Mr. T. D. BOLTON, Derbyshire N.E.
 Mr. T. H. D. BERRIDGE (Burn & Berridge, London), Warwick and Leamington.
 Mr. T. A. BRAMSDON (Portsmouth), Portsmouth.
 Mr. A. FELL (London), Great Yarmouth.
 Mr. J. W. HILLS (Hills & Halsey, London), Durham City.
 Mr. A. G. HOOVER (Hooper & Fairbairn, Dudley), Dudley.
 Mr. D. MACLEAN (London and Cardiff), Bath.
 Mr. R. S. JACKSON (Farlow & Jackson, Greenwich), Greenwich.
 Mr. G. H. RADFORD (Radford & Frankland, London), East Islington.
 Mr. P. E. MORRELL (Morrell, Son, & Peel, Oxford), Oxfordshire South.
 Mr. E. J. SOARES (stated to have formerly practised in Manchester), Barnstaple.
 Mr. A. BILLSON (Oliver Jones, Billson, & Co., Liverpool), Staffordshire N.W.
 Mr. L. J. TILLETT (W. H. Tillett & Co., Norwich), Norwich.
 Mr. R. W. PERKS (retired), Lincolnshire South.
 Mr. F. EDWARDS (retired), Radnorshire.
 Mr. A. E. DUNN (Dunn & Baker, Exeter), Cornwall, Camborne.
 Mr. J. BERTRAM (London), Herts, Hitchin.
 Mr. J. W. H. THOMPSON (Gustavus Thompson & Son, London), Somerset East.
 Mr. L. WHITE (Driffield), Yorkshire, Buckrose.
 Mr. W. W. RUTHERFORD (Rutherfords, Liverpool), Liverpool, West Derby.

Reviews.

Farm Valuations.

THE PRINCIPLES AND PRACTICE OF FARM VALUATIONS. By LESLIE S. WOOD, Fellow and Prizeman of the Surveyors' Institution. SECOND EDITION, REVISED. "Estates Gazette" (Limited).

A great deal of practical knowledge of agriculture is required for the proper understanding of the terms of a farming tenancy and the customs which have to be taken with them, and the information collected in this volume will be extremely useful to the lawyer who has to settle or advise upon a lease, as well as to valuers who have to act for an outgoing or an incoming tenant. The various customs and customary payments are classified by the author under the heads: Entry, pre-entry, holdover, away-going crop, details of the valuation, hay, straw, manure, seeds and cultivations, unexhausted improvements, and repairs; and Chapter VI. contains tabulated information on these matters for the different counties of England and Wales. In a previous chapter the author inserts maps shaded to shew the variations in the times of entry, and in the mode of valuation of hay and straw in the two countries, and an interesting explanation is given of the origin of the custom of paying for hay and straw at a consuming price, or, in places which are near to large towns, at a market price. Other matters to which special attention is directed include the valuation of unexhausted farmyard and artificial manures, and the assessment of compensation for feeding stuffs. Mr. Wood points out in the preface that, since the publication of the first edition in 1901, a great advance has been made in farm valuations by the almost universal adoption by valuers' associations of scales of compensation for feeding stuffs based on manorial values instead of cost price, and the recent tables of Lawes and Gilbert (1897) and of Voelcker and Hall (1902) are set out and explained. The text of the Agricultural Holdings Acts, 1883 and 1900, is given in an appendix.

Books of the Week.

International Law: A Treatise. By L. OPPENHEIM, LL.D. Vol. II: War and Neutrality. Longmans, Green, & Co.

The Elements of Criminal Law and Procedure for the Use of Students. By A. M. WILSHIRE, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

A Guide to Students' Law Books and to Both Branches of the Legal Profession. By J. SCOTT DUCKERS, Solicitor. Sweet & Maxwell (Limited).

Correspondence.

The Law Degrees of the London University.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I am of opinion that there are many solicitors at present in practice desirous of studying for the law degrees of the London University if they are granted a dispensation from the matriculation, and I believe that, if enough applicants of sufficient standing came forward, it might perhaps be possible to obtain this concession in their favour. I should be pleased to receive communications from any who think this matter worthy of consideration. T. C. W.

New Orders, &c.

Summary Jurisdiction Act, 1879.

Draft of Proposed Rule to be made by the Lord Chancellor in substitution of Rule No. 18 of the Summary Jurisdiction Rules, 1886.

18.—Application for Special Case.

An application to a Court of Summary Jurisdiction under section 33 of the Summary Jurisdiction Act, 1879, to state a special case shall be made in writing and shall be left with the Clerk of the Court at any time within seven clear days from the date of the proceeding to be questioned, and there shall also be left with him a copy of such application for each of the Justices constituting such court which shall be duly forwarded by him to each of the said Justices. The case shall be stated within three calendar months after the date of the application and after the recognizance shall have been entered into, and shall be signed by each of the Justices who constituted the said Court.

Cases of the Week.

Court of Appeal.

CHANG YEN MAO v. MOREING AND OTHERS. No. 2. 16th, 18th, 19th, 20th, 22nd, 23rd, and 24th Jan.

CONTRACT—SPECIFIC PERFORMANCE.

There were two separate appeals by the defendants, C. A. Moreing and Berwickie, Moreing & Co., and the defendants, the Chinese Engineering and Mining Co. (Limited), from a judgment of Joyce, J. It appeared that the plaintiff sought to have it declared that a certain memorandum was binding on the defendants and for a specific performance of the provisions thereof. Joyce, J., found as a fact that the memorandum formed the basis of an arrangement by which certain properties in China had been transferred to the defendant company, and that the provisions of the memorandum had not been performed by the defendant company although they had got possession of the property; and he held that he could not permit the defendant company to escape from the obligations of the memorandum while they retained the property. No purchaser of realty, even though he had obtained possession thereof and a conveyance had been made to him, would be allowed to keep it without paying the consideration therefor. Unless, therefore, the provisions of the memorandum were observed by the defendant company, the property which was the subject of the transfer must be given back to the plaintiff, and the defendant company might be enjoined from retaining possession. The defendants appealed.

COLLINS, M.R., in giving judgment, said that there were few issues for decision, and the main one was whether the memorandum of the 19th of February, 1901, bound the defendants. It was claimed that it was binding on the English company called the Chinese Engineering and Mining Co. (Limited). Joyce, J., had held that it was binding on them, but that it was not a case for specific performance, since the same result would be attained by the declaration that it was binding which he had made. The defendant company argued that Joyce, J., could not indirectly by that declaration order specific performance of the memorandum when the memorandum could not be the subject of specific performance, and in his lordship's judgment that contention was correct. The authorities on the point seemed to be conclusive, accordingly the judgment of Joyce, J., in that regard could not stand. The claim of the plaintiff to be a managing

Feb. 3, 1906.

director was not maintainable, nor was there anything in the said memorandum that gave him any right that the articles and memorandum of the defendant company did not confer on him. In his lordship's judgment the memorandum merely had as its object the formation of the English company. In that memorandum there was power to appoint a managing director of the English company registered under the law of England, but such director must be a person who was under the control of the shareholders. As to the other appellants, C. A. Moreing and the firm of Bewicke, Moreing, & Co., the declaration was right, and the respondent's claim against them must be enforced, but the declaration would be modified to a certain extent.

ROMER and COZENS-HARDY, L.J.J., concurred.—COUNSEL, *Hughes, K.C.*, *Rufus Isaacs, K.C.*, and *Hart*; *Neville, K.C.*, *W. F. Hamilton, K.C.*, and *W. E. Vernon*; *Levett, K.C.*, *Younger, K.C.*, and *G. Lawrence*.

[Reported by HENRY STEPHEN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re BARON GERARD. GOSSLIN v. GERARD. Kekewich, J. 25th and 26th Jan.

WILL—CONSTRUCTION—HEIRLOOMS—CONDITIONS AS TO USE OF—ABSOLUTE VESTING.

This was an originating summons taken out by the executors and trustees of the will of the testator to determine the construction of the following bequest: "I bequeath the diamond necklace and stomacher and pendants thereto set with precious stones to the trustees of my will upon trust to allow the same to accompany, so far as the rules of law and equity will permit, the Gerard barony as heirlooms, and to be worn and used by the wife for the time being of my said son Frederick John Gerard, or other persons who at my death may succeed to the said barony, but only during the respective lives of such barons, and so that such heirlooms shall so far as the rules aforesaid will permit, not vest absolutely in any such baron born in my said son's lifetime or within twenty-one years after his death who shall within such lifetime or twenty-one years die an infant, but on his death an infant shall (subject to any prior interests) go over and devolve in trust for the next succeeding baron. And I direct the said trustees and every other usufructuary to do everything in his or their power to give effect to and perpetuate, so far as the rules aforesaid will permit, the trusts hereby declared." The testator died on the 30th of July, 1904, when his said son succeeded to the barony. The said son, the present baron, attained the age of twenty-one in November, 1904, and is unmarried. For the present baron it was contended that the first part of the bequest ending with the words "as heirlooms" gave him an indefeasible title to the chattels, and that the succeeding words did not prevent the said chattels from vesting in him absolutely: *Re Viscount Exmouth, Viscount Exmouth v. Praed* (27 SOLICITORS' JOURNAL 333, 23 Ch. Div. 158); *Re Hill, Hill v. Hill* (46 SOLICITORS' JOURNAL 226; 1902, 1 Ch. 537). For the heir-presumptive to the barony it was argued that it was obviously the intention of the testator to give the present baron only a life interest in the chattels, and that the concluding words of the bequest amounted to a direction to settle, and that they created an executory trust which was sufficiently clear: *Re Johnston, Cockerell v. Earl of Essex* (28 SOLICITORS' JOURNAL 360, 26 Ch. D. 538); *Shelley v. Shelley* (L.R. 6 Eq. 540); *Montague v. Lord Inchiquin* (23 W.R. 592).

KEKEWICH, J., in giving judgment, said, that it was well settled that the result of the first part of the bequest was to vest these heirlooms in the present baron absolutely, and that there was nothing in the succeeding words to cut down that interest to a life interest. The bequest was, however, subject to a trust to allow any wife that the legatee might have to use and wear these jewels in the ordinary way.—COUNSEL, *W. A. Russell; Nabit; Brabant*. SOLICITORS, *Meynell & Pemberton*.

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

Re DAWSON. CLARKE v. DAWSON. Kekewich, J. 26th Jan.

RECEIVER—APPOINTMENT OF—NO PERSONAL ESTATE—NO PERSONAL REPRESENTATIVE BEFORE THE COURT.

This was a creditor's motion for the appointment of a receiver to receive the rents and profits of the real estate of the deceased. The deceased died intestate in November, 1895, before the passing of the Land Transfer Act, 1897. His heir-at-law took out letters of administration of the personal estate. The whole of the personal estate of the deceased was applied to the payment of his funeral and testamentary expenses and in part payment of his debts. The said heir-at-law and administrator died in November, 1904, and the defendants in this case were his executor and executrix. For the motion it was contended that although there were no personal representatives before the court, the creditor was entitled to have a receiver appointed in order that his interests should be protected. Against the motion it was urged that the appointment of a receiver was unnecessary and that if such an appointment were made the whole of the estate would be swallowed up in costs.

KEKEWICH, J., in giving judgment said that he considered that the plaintiff was entitled to a receiver as a matter of right, and he did not think he had any discretion in the matter. He therefore sanctioned the appointment of a receiver to receive the rents and profits of the real estate of the deceased, subject to the proper security being given.—COUNSEL, *P. O. Lawrence, K.C.*, and *Method; Felix Cassel; Turner*. SOLICITORS, *Mauds & Tunnicliffe, for Swarbrick & Willan, Hawes; Williamson, Hill, & Co., for Chapman & Dixon, Leyburn; A. Toovey, for Edmundson & Gouland, Masham*.

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

SEWELL v. WRIGHT. Warrington, J. 26th Jan.

TRADE—RESTRICTION—ACTION ON COVENANT—VETERINARY SURGEON—CASUAL ATTENDANCE WITHIN RESTRICTED AREA.

This was the trial of an action for an injunction to restrain the defendant Wright from practising, carrying on, or being engaged or interested in, either by or for himself or with or for any other person or persons, the business of a veterinary surgeon within two miles of either of the plaintiff Sewell's places of business. By an agreement under seal dated the 25th of March, 1892, the defendant Wright agreed with the plaintiff, who is a duly qualified veterinary surgeon, to act as his assistant in his practice, one of the terms of the agreement being that Wright should not "at any time after the termination of the engagement . . . and his ceasing to be the assistant of the said William Sewell . . . either by or for himself or with, by, or for any other person or persons practise, carry on, or be engaged or interested in the business of a veterinary surgeon within two miles of either of the places of business of the said William Sewell at Pimlico, South Kensington, and Belgravia" without the consent of the plaintiff or his representatives, subject to a penalty of £1,000 as liquidated damages in the event of this stipulation being broken. The defendant continued in the employ of the plaintiff down to November, 1900, when the plaintiff determined the agreement of 1892 by notice in accordance with the terms of the agreement. Subsequently to the termination of the agreement the defendant Wright set up in business as a veterinary surgeon, his place of business being situated outside the two mile limit imposed by the agreement of 1892. On certain occasions the defendant Wright attended customers within the restricted area, but such attendances were entirely unsolicited on his part, and he invariably informed the customer that he was bound by a restrictive covenant, and the customers replied to the effect that Sewell would not be damaged, as he would not be called in in any case, but that if Wright did not accept the work it would be given to someone else. Under such circumstances Wright did attend certain cases within the restricted area, and on the 20th of January, 1906, the plaintiff issued a writ in this action claiming an injunction and damages. Notice of motion for an *interim injunction* was subsequently served upon the defendant, and the hearing of the motion was treated as the trial of the action on motion for judgment.

WARRINGTON, J., held that under the particular circumstances the attendances by Wright upon horses within the restricted area did not amount to "practising" within the meaning of the covenant.—COUNSEL, *Ribton; Ashton Cross*. SOLICITORS, *Woodbridge & Sons; Godfrey, Robertson, & Best*.

[Reported by E. WAVELL RIDGE, Esq., Barrister-at-Law.]

High Court of Justice—King's Bench Division.

SHRICHAND & CO. v. LACON. Ridley, J. 27th Jan.

CONFLICT OF LAWS—CONTRACT MADE AND INTENDED TO BE PERFORMED IN INDIA—MONEY LENT—"EXCESSIVE INTEREST"—ACTION BROUGHT BY MONEY-LENDER IN ENGLAND TO RECOVER BALANCE ON LOAN—QUESTION WHETHER MONEY-LENDERS ACT, 1900, COULD BE PLEADED.

Action set down under order 14 and tried before Ridley, J., sitting without a jury. The plaintiffs' case was that in October, 1904, the defendant, who was then stationed with his regiment in India, borrowed from them £84. He agreed to pay £233, the payments in respect of principal and interest being extended over thirty-two months. It was a part of the bargain that if the defendant paid the loan in a shorter period than that mentioned in the contract he would be entitled to a reduction of the amount charged for interest. The defendant failed to keep up his instalments and returned to England. He pleaded in defence to the claim that the bargain was harsh and unconscionable, and he asked to have it reviewed under the Money-lenders Act, 1900. The substantial question for decision was whether the Act of 1900 applied to money-lending contracts entered into in India. For the plaintiffs it was said that, the contract being made in India, on the footing of the law of that country the *lex loci contractus* and not the *lex fori* applied. For the defendant it was urged that as the plaintiffs, who were bankers carrying on business at Poona and elsewhere in India, had brought their action in this country the *lex fori* applied and the defendant was entitled to set up the Money-lenders Act, as the interest charged amounted to 138 per cent. Moreover, section 1 (1) of the Act of 1900 provided that "where proceedings are taken in any court" by a money-lender for the recovery of money lent, the court might re-open the transaction.

RIDLEY, J., held that the Money-lenders Act did not apply to the transaction in question. The contract was made in India and it was intended that it should be performed in that country. Under the contract, if the balance of the loan were repaid at once the defendant would be entitled to a reduction of £72. He should allow that deduction and enter judgment for the plaintiffs for £164 6s. 6d. with costs. Stay of execution granted.—COUNSEL, *C. Walsh; Lewis Thomas*. SOLICITORS, *John Bartlett; Grover Humphries*.

[Reported by ERASINE RICE, Esq., Barrister-at-Law.]

The *London Gazette* announces that the King has been pleased by Letters Patent under the Great Seal to grant to the Right Honourable Robert Threshie Baron Loreburn, G.C.M.G., Lord High Chancellor Great Britain, the contingent annuity of £5,000 a year in accordance with 2 & 3 Will. 4 c. 3, s. 3. (This is the annuity payable on retirement from office.)

Law Societies.

The Law Society.

GENERAL MEETING.

The special general meeting of the Law Society, usual in January, took place on the 26th ult., the President, Mr. C. MYLNE BARKER (London), taking the chair. The following members of the Council were amongst those present: The Vice-President (Mr. William Francis Fladgate), Mr. Henry Attlee, Mr. James Samuel Beale, Mr. Edmund Kell Blyth, Mr. Robert Ellett (Cirencester), Mr. William Edward Foster (Aldershot), Mr. Samuel Garrett, Mr. William Edward Gillett, Mr. William Godden, Mr. Henry Edward Gribble, Sir John Edward Gray Hill (Liverpool), Mr. Henry James Johnson, Mr. William George King, Mr. Henry Manisty, Mr. Richard Pennington, Mr. Thomas Rawle, Sir Albert Kaye Rollit, B.A., L.L.D., D.C.L., Mr. Charles Leopold Samson, Mr. Richard Stephens Taylor, Mr. Walter Trower, Mr. William Melmoth Walters, Mr. William Howard Winterbotham, Mr. Philip Witham; and Mr. E. W. Williamson (secretary), Mr. S. P. Bucknill (assistant secretary), and Mr. H. F. Brown (deputy assistant secretary).

PRIZES.

The PRESIDENT, at the opening of the proceedings, presented the special prizes awarded to successful candidates for the year 1905, and also the prizes for the June and November final examinations, 1905. The following were the prize winners:—Special Prizes: Mr. G. Shrimpton, Travers-Smith Scholarship and Clifford's-inn Prize; Mr. T. B. Jones, Scott Scholarship, Broderip Gold Medal, Clement's-inn, Reardon and Mackrell Prizes. Prizes—June: Mr. Robson, Clement's-inn and Reardon Prizes; Mr. A. Jacobs, Clifford's-inn Prize; Mr. H. A. Chetham, New-inn Prize; Mr. E. W. Jackson, Law Society Prize; Mr. J. H. Ramsden, Law Society Prize; Mr. H. Brown, Law Society and Mackrell Prizes. Prizes—November: Mr. G. L. Wates, New-inn Prize; and Mr. H. Reynolds, Law Society Prize.

The following gentlemen did not attend to receive their prizes: Mr. J. R. Pullen, Travers-Smith Scholarship, second year; Mr. A. E. Lauder, Clabon and Law Society Prizes; Mr. R. S. Rowse, Mellersh Prize; Mr. T. B. Kitson, New-inn Prize; Mr. A. S. Fisher, Law Society Prize; and Mr. E. G. Scott, Law Society Prize.

The following received certificates: Second class, Mr. H. H. Bowyer, Mr. A. C. Hunt, Mr. M. P. Jacobs, and Mr. S. W. Wortley; third class, Mr. S. B. Gottlieb, Mr. E. F. Kift, Mr. F. A. C. Smith, Mr. J. Strode, Mr. H. C. B. Wilson, and Mr. H. F. Yeatman. Mr. M. R. C. Scott was not present.

UNDISCHARGED BANKRUPTS.

The PRESIDENT said that there was one matter to which he desired to call attention, of which probably the meeting had seen mention in the papers. It had reference to the trial of a man at the Old Bailey, who, it appeared, was an undischarged bankrupt, a man who had been a solicitor. Some observations had been made by the learned counsel engaged in the case, that they could not understand how it was that such a thing could be permitted, that an undischarged bankrupt should be practising as a solicitor. Upon that he had taken occasion to write to the counsel who made the observations to say that the society had endeavoured for some time past to gain power to refuse to issue certificates to solicitors who were undischarged bankrupts. Of course it was right to differentiate, because sometimes a man might be bankrupt through no fault of his own, but simply and solely through misfortune. Therefore each case would have to be considered on its merits. But the society had asked for that authority, and they had been unable to obtain it. Of course the refusal of the society to grant the certificate would be subject always to the final appeal to the Master of the Rolls. He thought he should like to tell them, in order that they might see that the Council had not been behindhand in their efforts to get this necessary and most desirable piece of legislation, that in 1901 the Bill introduced by the society passed the House of Lords. In 1902 it again passed the House of Lords. In 1903 the Bill was introduced into the House of Commons, when no progress was made with it. In 1904 the Bill was again introduced into the House of Commons, but it was not passed. In 1905 the Bill was not introduced. He, however, had very good hope that in the ensuing session of Parliament the Bill would very shortly be introduced again, and that it would very speedily become law, because undoubtedly, not to use too strong an expression, it had become a scandal that such a state of things should continue as he had just mentioned, and the fact that in this recent case the counsel and the learned judge in his summing up had mentioned that it was a scandal, or that such a state of things ought not to be allowed, showed that public attention had been called to the matter, and he (the president) had no doubt the existing state of things would be removed. The Council would endeavour to push forward the Bill with a view to getting it to become law.

Mr. CHAS. FORD (London): Why was not the Bill introduced during the last session?

The PRESIDENT said there was a good and sufficient reason for not doing so, the meeting might rest assured, because the Council were all most anxious to get the measure passed. He did not propose to interfere with or to anticipate the various matters on the paper of business. He thought it was desirable that those who had given notice of the different subjects should have every opportunity of saying what they thought proper with regard to them, and he did not think there was any other matter to which he need call attention.

Sir JOHN GRAY HILL (Liverpool) said the Council had promoted the very important Bill which had been referred to for a great many years to enable them to refuse certificates to undischarged bankrupts. In 1904 the Attorney-General had brought it into the House, and it had been once starred, and the Council had hoped it might have received Government support, but it had failed to do so. He only mentioned this to show that the Council had done all they could, and the members might rejoice in one thing, that the most persistent opponent of the Bill had suffered the fate which he (Sir John Gray Hill) regretted to see had fallen upon Mr. Ford and also their esteemed friend Sir Albert Rollit, of not being elected.

FEES OF COMMISSIONERS FOR OATHS.

Mr. F. ARMITAGE (London) moved, in accordance with notice: "That this society condemns the practice of some commissioners for oaths in habitually accepting less than the authorised fees, and desires the Council to make known in its monthly circular the fact that such conduct entails the risk of revocation of the commission." He said he did not imagine that this was an opposed motion. No doubt the meeting would agree entirely with it. But he wanted to make it clear to the profession, and he did not know any more useful way of doing so than at a meeting of this kind, the proceedings of which would be reported in the legal papers, and the result would be that the matter would be talked about. He was sure it was very well known fact to every practitioner in the law, and particularly to their chamber clerks, that there was unfortunately a practice which had existed for a number of years amongst some commissioners to administer oaths of taking less than the authorised fee of eighteenpence. In some cases the fee taken was one shilling, and he had heard of cases—gentlemen present knew of the fact of a commissioner in Chancery-lane, not far from those portals, who took no larger a fee than sixpence. Such a state of things was highly regrettable, because it was open to the objection which many had been urging, the late Lord Russell amongst others, against taking secret commissions, which was the case presumably here as in other departments of life. The authorised fee was eighteenpence, and if one commissioner took one shilling it came to this, that another must do so in order to compete with him, and ultimately the fee all round would be one shilling. Looked at as far as the clerks and taxing-masters were concerned, the entry of eighteenpence meant that it was really expended, in the same way that the entry of £2 4s. 6d. for counsel's fee did. No one would suggest that he should give a receipt for that amount and take £1 3s. 6d. in order that someone else should put the rest in his pocket. He knew for a fact, and he was sure members of the Council and others in the room must know, that such a practice as he had referred to did exist among commissioners for oaths, and that for years it had so existed.

The PRESIDENT said he did not think Mr. Armitage need labour the matter.

Mr. ARMITAGE said he remembered when he was an articled clerk and was in the habit of attending chambers, a hoary old gentleman who was there regularly at Judges' Chambers, and who used to walk up to people in the waiting-room for the purpose of getting administration of oaths.

The PRESIDENT asked whether it was desirable to let these matters be the subject of discussion at a general meeting. They all knew that such things did take place, but there was no occasion to advertise the fact, and there should be discretion in the observations which were made with regard to it.

Mr. ARMITAGE said he had started with the axiom, and he was sure the president would accept it, that such a practice did exist. Inasmuch as he had found that the commissioners in all parts did this sort of thing, and that consequently people who refused to take less than eighteenpence suffered, he did not think it at all fair that that sort of thing should continue to go on. He had written to Mr. Williamson, the secretary, with regard to the matter, and the view the Council took with regard to it, and Mr. Williamson had written him very promptly on the 14th of July and said, "If you can give specific instances of the practice you mention I should be pleased to communicate with the Lord Chancellor." That was all very well, but it would be seen that one could not very well do that. Some of the commissioners who adopt this practice were their own private friends, and it would not be at all a gentlemanly or courteous action to give the names of these gentlemen without some prior notice to them. It had therefore struck him and a number of others that if the society sent out an official notice that such a practice was one which would meet with penal consequences, it would be productive of a good result. The Council had referred him to a book which he possessed, and most of the members possessed, but which those who were not members did not possess. And those who had it did not, he was sure, read every one of its pages. One of the paragraphs in the red book which was issued by the society stated that the Council, in a particular case, had expressed the opinion that the taking of one shilling for swearing an affidavit was not a proper thing, and had reported it to the Lord Chancellor, who, in the result, had suspended the commissioner for six months, and had informed him that if such conduct was repeated he would be further dealt with. Part of his (Mr. Armitage's) object had been obtained by the fact that the notice of motion which he had given had been circulated amongst the members, but that was not enough. He had expressed his opinions with regard to the matter, and if the meeting passed the resolution admitting the practice, he thought a remedy might possibly be found.

A MEMBER seconded the motion. He observed that two years ago he had reported to the Council the fact of a commissioner who

administered oaths for less than the recognised fee, and the commissioner in question admitted that he had done so. On that occasion the Council stated that, under the circumstances—he did not know what they meant by that—they could take no step. He thought the meeting ought to have some assurance that steps ought to be taken in cases which were reported in future.

Mr. W. P. W. PHILLIMORE (London) said he wished to ask a question. It seemed to him that, in a sense, the motion was wrongly worded. It was not so much, he thought, a question of commissioners taking a lower fee than the scale fee. He might do so just as a solicitor might take a lower fee in conveyancing business than the scale fee quite properly if he made the arrangement with his client. But this was the payment of an illicit commission to some touting clerk, who brings the affidavit to be sworn, and any resolution should be in the form rather of a reprobation of such a practice, the practice of allowing a secret commission instead of interfering with freedom of contract between one party and another. They were entitled, he thought, to know whether the commission would be revoked for accepting a less fee than eighteenpence, or for allowing the illicit commission of sixpence, which, he was informed, was occasionally allowed to the person who introduced the business. That was the real objection. He did not think it was desirable to cut down their professional remuneration, even in these small matters, or in conveyancing matters either, but he did not think they should object to anything except in connection with the illicit commission, and he thought the resolution should be directed against that.

The PRESIDENT said that surely they need not waste any further time in discussing the matter. It was perfectly clear that taking less than the proper fee for administering an oath was irregular, and the Lord Chancellor, if the circumstances were brought to his knowledge, would, he took it, either suspend or take away altogether the commission from the commissioner who so offended. That was undoubtedly the fact. He was informed so by the secretary, and many cases had come before the Discipline Committee bearing on the subject. There was no doubt the Council condemned the practice entirely, and the Lord Chancellor condemned it, and anyone who habitually did that sort of thing would have his commission taken away unless he at once relinquished the practice. He (the president) thought the meeting need not waste further time upon the matter. It seemed contemptible to a certain extent, though he could not agree with the mover of the resolution in some respects. The least that gentleman could do to bring the matter to a proper conclusion was to furnish the names of those persons who offended. He thought he must be mistaken, but he fancied Mr. Armitage had called them his friends. The Council would then be in a position to bring the conduct of those gentlemen before the Lord Chancellor. He did not think the meeting need waste further time upon the matter.

Mr. ARMITAGE said it was always usual in court to call one's opponent his friend.

Mr. H. E. GRIBBLE (London) said he objected to the resolution being passed in the form in which it had been brought forward, because it appeared to him to admit that the practice which was spoken of was prevalent to such an extent that it had become necessary to take notice of it, and, personally speaking, that was not within his knowledge, nor did he believe it to be the case at all. And if it was, it reflected much more on the man who gave the money than it did on the man who took it. He did not want, of course, to stop the passing of a resolution condemning the practice if it existed, but he would suggest that it should be worded so as to express a condemnation of the practice of paying a less fee than was proper and charging the full fee. He would prefer it put in that way rather than to pass the resolution in its present form.

Mr. FORD said he had an amendment with which he thought the mover of the resolution would agree, and which he thought would dispose of the matter. He would move that the subject-matter of this proposition be referred to the Council to consider the question.

Mr. ARMITAGE asked leave to withdraw the motion in favour of Mr. Ford's amendment, and said he was quite satisfied with the expression of opinion which had been given by the president.

Eventually both the motion and the amendment were withdrawn.

"OVERCROWDED CONDITION OF THE PROFESSION."

Mr. FORD moved the following motion, of which he had given notice: "That it be referred to the Council to consider and report to the next general meeting of the society as to whether the profession is not in an overcrowded condition, and if so whether, in the interests of the public and of the profession, the Council can recommend to the society some reform to stay the growth of such an evil." He said he had been very guarded about stating in the motion that the profession was overcrowded. The words of his motion did not involve that assertion. He was merely proposing that it be referred to the Council to consider whether it was not overcrowded. That was the better way, he thought, of bringing the matter forward, and it was not a hard and fast proposal declaring this view. The society had every confidence in the Council. He would make some suggestions merely for the consideration of the Council in the event of the motion being carried. He had had letters from various parts of the country approving the resolution, and the late president, Mr. Rawle, when he (Mr. Ford) had brought the matter forward before had received several letters in its favour. He might have said that the condition of things referred to in the motion with regard to fees on affidavits was partly due to the overcrowded state of the profession. Under the Solicitors' Act it was

competent for every solicitor to have two articled clerks, so that if there was a firm with three members they could have six articled clerks. He thought that wanted modification. A very simple amendment of the Solicitors' Act would provide for that. Then he was certainly of opinion that a solicitor should be of a given number of years' standing before it was competent for him to take an articled clerk. If a young man entered the office as an articled clerk of a man who had but just been admitted what possible chance had he of qualifying himself for the profession to which he was to belong? Then there was the question of the duty payable on admission and the fee and stamp on articles. He thought, especially in these times when there was such need for increased revenues of the country, the Council might very well consider the expediency of increasing the stamp upon articles and the fee payable on admission. There was also the question of the premium payable on entering into articles. The Council and the secretary would know more about the matter and what sort of a premium ought to be paid and what was paid. Sometimes he (Mr. Ford) was told it was something like the fee payable to a commissioner for taking an oath, and sometimes perhaps not quite so much. The Council might consider whether there might not be a minimum premium with a view to a man becoming a member of the profession. There were other points to which he would like to call attention. One of these was the training of articled clerks. Some members of the Council were very keen in desiring a University training, but there ought to be a practical training. Who could say in how many cases the articled clerk obtained a proper, efficient training to qualify him for the practice of his profession? He could not say; it might not be wise to do so. But he would suggest to the Council whether they might not obtain the assistance of an outside committee of comparatively young men to assist them in considering the matter, men say of fifteen years' standing in the profession, who might consider what remedy it was desirable to adopt to meet the present state of affairs. The taking a lower fee for swearing an affidavit was one of the consequences of the overcrowded state of the profession, and there again the members of the Council would know better than he concerning it, but it brought about the wretched system of undercutting which had been complained of. And it would go on, whether in the case of swearing affidavits or otherwise, until the number of solicitors was sufficient simply to meet the requirements of the public. It was not fair to those coming into the profession that the present state of things should continue. Could not the Council make inquiry of the provincial law societies whether in their own particular districts they did not find the profession seriously overcrowded? He was quite sure, seeing the interest the provincial law societies took in the wellbeing of the profession, that they would be only too glad to place at the disposal of the Council all the information in their power with regard to the matter.

Mr. PHILLIMORE seconded the motion. He said he did so for the purpose of enabling the society to realise, by means of a consideration of the question, what the overcrowded state of the profession really was. They would have some statistics, and would learn by the decision of the Council what constituted an overcrowded state of the profession. He did not altogether agree with the resolution of Mr. Ford.

The PRESIDENT: You are seconding it.

Mr. PHILLIMORE said it was with the view of obtaining a declaration as to what that overcrowded state really was. At the same time he dissociated himself from the efforts of Mr. Ford to obtain legal restriction in restraint of trade.

Mr. HARVEY CLIFTON (London) said that Mr. Ford had but just returned from an atmosphere of politics where protection might have been thought desirable. He was strongly opposed to the principle of any motion like that before the meeting. It would be a pure waste of time for the Council to make an inquiry into whether or not the profession was overcrowded. There was no doubt that it was to some extent. Some of the reforms suggested by Mr. Ford might well be carried out. He thought it was within the knowledge of everybody that the professions were all more or less overcrowded. The solicitor branch of the profession did not suffer in that respect more than any other. For his own part, he thought it would be distinctly unfair to raise any more the expenditure necessary to entrance into the profession. In addition, the solicitor had to pay his certificate duty and the various other specific taxes which the members of the solicitor branch of the profession had to meet. The Council were constantly considering the still further improvement of the education of those coming into the profession, and this was a direction to which their efforts might well be directed. Although the motion might be, and probably was, an appeal to their selfish instincts, they would be ill-advised if they supported it. He therefore opposed it earnestly.

Mr. FORD said he would like to say, in reply, that he believed it was the practice of the Council to inquire into the fitness and antecedents of articled clerks just before they were admitted on the rolls. Would not it be more sagacious and efficacious to inquire into these matters before admitting them to articles at all? He would also suggest that more stringent examinations were needed.

Mr. C. L. SAMPSON (London) rose to order. This was not a reply. Mr. Ford was entering into fresh matter.

The PRESIDENT said he was quite alive to the objection, but he had thought it better to allow Mr. Ford to proceed.

Mr. FORD repeated that certainly the examinations should be more strict than was the case at present. He thought that the present honours examination should be the ordinary final examination. The annual certificate duty was, he considered, far too small, and might with advantage be double the present amount.

The PRESIDENT suggested to Mr. Ford that he should not embark on fresh matter. He thought he had said all he was entitled to.

Mr. FORD said he had said all he could say in favour of the motion. He could see the president was opposed to it.

The PRESIDENT said the motion was of no practical value. He did not think it much good to beat the air.

A MEMBER asked whether what was complained of might not be met by compulsory retirement at the age of sixty? (Loud laughter.)

Mr. FORD thought that was an excellent notion. He would like to adopt that, and submit it to the Council.

The PRESIDENT: You are not speaking personally, I am sure.

Mr. FORD: No, generally.

The PRESIDENT: Now we are getting humorous. That is better than being unpractical.

The motion was negatived by a large majority.

TEACHING BY POST.

Mr. FORD asked the following question, of which he had given notice: "Whether the Council have discontinued, or propose to discontinue, the plan of teaching law to articled law students by means of correspondence through the Post Office?"

The PRESIDENT said: It is considered by some members of the Education Committee that where it is impossible to reach students personally, teaching by means of correspondence is better than no teaching at all. That is the view of the majority, I think, of the Education Committee. My own personal views on the subject are known. I do not propose to say anything more on that subject.

BOOK-KEEPING AT EXAMINATIONS.

Mr. FORD asked the following question, of which he had given notice: "Whether it is a fact that the Council recently added 'Book-keeping' as a subject for examination to be passed by articled clerks, at the instance of the Chester and North Wales Law Society? Why the Council discontinued its examinations on this subject in or about the year 1870, and why the Council has revived this examination? and whether it is proposed to give lectures on book-keeping, and to teach book-keeping by means of correspondence through the Post Office, or how otherwise to impart knowledge on this subject?"

The PRESIDENT: The Council appear to have thought fit to go back to the rule that prevailed in a former time, and to teach book-keeping again. They thought it was a pity that it was discontinued, and they considered it wise to resume the old practice. They do not propose to teach book-keeping through the Post Office, as far as I am aware, but they have appointed a tutor in book-keeping, who, by the by, is a very able man, and will, no doubt, be able to give very useful suggestions to the students.

Mr. FORD asked how it would affect the country articled clerks.

The PRESIDENT: The country articled clerks come to London to be examined. (A MEMBER: Not all.) I do not think I have anything further to add to that. The Council have resumed the examination in book-keeping; they have appointed a tutor in book-keeping, and they propose to see whether good results do not come from that rule which they have made. There can be no harm surely in reverting to the former state of things if the Council consider it desirable.

Mr. FORD observed that there were no more pupils in those days than there are now.

SOLICITORS IN THE CABINET.

Mr. FORD had given notice to move as follows: "This general meeting observes with satisfaction the inclusion of solicitors of the Supreme Court in the new Cabinet, and trusts that these appointments may contribute to the passing of some of those long-delayed measures of reform urgently needed in the interests of the public and the profession." He said, however, that in view of the result of the elections he did not propose to bring it forward.

SCHOOL OF LAW.

Mr. FORD asked, in accordance with notice: "How far, if at all, the position of this urgent question has altered since the time when the president of the society dealt with it in his address at Leeds; and to ask what steps, if any, the Council are now taking to secure the application of the large funds available for the establishment of a School of Law, and whether one or more of the Inns of Court are now obstructing the scheme; also whether in view of the change of the Imperial Government the Council propose to press the question anew upon the attention of the proper authorities?"

The PRESIDENT: Nothing has occurred, so far as I am aware, since the meeting at Leeds, and the views that I have on the subject of the Law School are set forth in the address I then gave. I am afraid I am not able to make any definite statement at the present time beyond the effect of the words set out in that address which I have referred to. The whole subject, of course, is under consideration, but it is tied up, undoubtedly tied up, at the present time. I am not able to say anything definite, I am afraid, upon that subject.

Mr. FORD: Is there not one Inn of Court obstructing?

The PRESIDENT: I do not like to use the word obstructing.

Mr. FORD: Not favourable to the school?

The PRESIDENT: There are differences of opinion with regard to the matter amongst the Inns of Court, and it may be that some day or other they may come round, or that some middle course may be adopted that may meet with everybody's good will. But at present I cannot say that is the case. The scheme is tied up for the present.

Sir ALBERT ROLLIT (London) asked whether the society was not getting half the income from the fund, and whether it had not established an excellent school of law itself?

The PRESIDENT: That is so. Half the income of the fund which

was recovered is now being received by the Council, and is being applied, and applied, I think, judiciously, to legal education. We have now an excellent school here. It is doing good and useful work, which will be of permanent use, I hope, to the students.

Mr. FORD asked whether the meeting was to understand that practically the Council were satisfied, and did not want a School of Law?

The PRESIDENT: I do not think you are entitled to arrive at that conclusion. We are dealing with the circumstances as they are at this moment. We are doing our best, and I think doing useful work with the funds that come into our hands.

THANKS TO PRESIDENT.

Mr. FORD moved a vote of thanks to the president for his impartial conduct. Sometimes at these meetings they met with impartial conduct, sometimes they did not. The president's ruling had been most fair, and he had abstained from taking the objectionable course of criticising in advance the motions standing upon the agenda.

The motion was carried with acclamation, and

The PRESIDENT returned thanks, observing that it must not be thought that he agreed with any indirect censure upon his predecessor. He did not think that any such censure was deserved or right.

Incorporated Law Society for Cardiff and District.

The annual meeting of this society was held at the Town Hall, Cardiff, on Friday afternoon. Mr. George DAVID, the president, occupied the chair, and there was a large attendance of the members of the society.

Mr. Bradley, the honorary treasurer, placed the accounts for the past year before the meeting and they were approved.

The committee's annual report was presented and adopted.

Mr. H. P. Linton was elected president and Mr. James Morgan vice-president for the ensuing year, and Messrs. George David, R. Y. Evans, E. Horley, and W. H. Fethybridge were added to the committee in place of the four members now retiring.

The president proposed a resolution of cordial congratulation to Mr. Donald Maclean, a member of this society, on his election as Member of Parliament for Bath. The resolution was carried with applause, and Mr. Maclean responded.

The society's prize of legal books to the local student passing the best final examination during the year was presented to Mr. Ernest E. Green, of Barry, who had taken second class honours.

On the proposition of Mr. Jones-Lloyd, of Barry, the committee were instructed to arrange for the holding of quarterly general meetings of the society.

Votes of thanks to the retiring president (Mr. G. David), the hon. treasurer (Mr. W. Bradley), and the hon. secretary (Mr. Walter Scott) were accorded, and the proceedings terminated.

The following are extracts from the report of the committee:

Members.—The number of members of the society is now 145, as against 143 at the corresponding period of the past year. Six members were removed by death, resignation, or other cause, and eight new members were admitted. While this increase is but slight, it is satisfactory to note that the practising members of the profession in and around Cardiff are almost without exception now all enrolled as members of this society.

Quarter Sessions Committee.—The resolution passed at the last annual meeting of the society, expressing the desirability of a right of audience being accorded to solicitors in cases coming before quarter sessions committees under the Licensing Act, 1904, was brought before the Glamorganshire Quarter Sessions Committee, who approved the suggestion and granted the right.

The Official Law List.—Application has been made to the Council of the Law Society to place a distinctive mark in the official Law List against the names of members of this society.

Minutes of Proceedings of City Council.—The City Council have, at the instance of your committee, consented to supply copies of the minutes of their proceedings to the society's library.

The Cardiff County Court.—Your committee have pleasure in congratulating the registrar and officials of the Cardiff County Court, and also the profession and the citizens generally, upon the completion and opening for use in November last of the new buildings in Westgate-street, in which ample and convenient accommodation has been provided for all office purposes of the county court, including its bankruptcy and Admiralty departments, and for the district registry of the High Court of Justice. The registrar kindly invited the whole of the profession in Cardiff to meet him, and enjoy his hospitality, on the occasion of the official opening.

It is announced that the Lord Chancellor has been offered and has intimated his willingness to accept the freedom of the Royal burgh of Annan. The date of the ceremony has not yet been fixed, but it will be on the same day as the opening of the new free library, at which Lord Lonsdale will take the principal part.

Mr. Fletcher Moulton, K.C., says the *Evening Standard*, makes the third member of the Court of Appeal who is an ex-Senior Wrangler and Smith's Prizeman. The others are Lord Justice Stirling and Lord Justice Romer. At Cambridge it is believed that Mr. Fletcher Moulton's paper in the Mathematical Tripos in 1868 has never been excelled, before or since, there being as much difference between his and the next best as there is generally between the Senior Wranglers and that of the man at the end of the list.

Feb. 3,

The following
COLIN'S IN
Hilary Term,
University of
Hilary Term,
R.A.; J. B. S.
E. H. Jones
M.R.C.S. Eng.
Dove; Dhajra
S. C. Leech.

INNER TEM-
SHIP AWARDED
R.L., Oxford
G. T. Bosch
C. Wertheim
R.A., Camb.;
R.L., Oxford;
Collins, B.A.;
L.L.B., Camb;
Oxford; J. G.
Eggar, B.A.,
MIDDLE TR-
Hilary, 1906;
1905; Change
of honours
M.B., Royal
Brandon, B.A.
R. A. Robins
London, D.P.
R.Sc., M.R.C.
Scholar, Oxfor
Keyter; E. T.

GAUL'S INN
G. A. Wood
Harm-al-Ras
Mahmood pr
Lunge, LL.D.
Anakaria, B.
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Hon. J. J. Nu
of Ireland, B.
Dublin, certifi
a member of
High Court,
Africa.

LAW STUDY
HENDERSON.—
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Mr. JOHN
Lords Justice
J. C. Mathew
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John's Colle
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since 1895.
Division, an
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THOMAS T
HERBERT P
J. Such b
Gordon W
Vivian, W

Law Students' Journal.

Calls to the Bar.

The following gentlemen were called to the bar on the 26th ult. :
 LINCOLN'S-INN.—André Lévy Picard (certificate of honour, C.L.E., Hilary Term, 1906), Licencié des lettres and Licencié en droit of the University of Paris; Justin Louis Devaux (certificate of honour, C.L.E., Hilary Term, 1906); A. C. Fox-Davies; W. R. Levy, Trin. Coll., Camb., B.A.; J. B. Sharpe, lieutenant-colonel, R.E., retired; Moung Moung; Lil H. Jones, Trin. Coll., Oxford, M.A.; Stanley Melville, M.D., Brux., M.R.C.S. Eng., and L.R.C.P. Lond.; Sheikh Mohammad Ismail; S. P. Dow; Dhirajlal Keshavilal Thakor, Elphinstone Coll., Bombay, B.A.; S. C. Leech.

INNER TEMPLE.—H. G. Mackeurtan, LL.B., Camb., holder of studenthip awarded Hilary, 1906; H. Clover, B.A., Camb.; Viscount Tiverton, B.A., Oxford; A. D. Jaffé, B.A., Camb.; R. C. W. Gilbert, B.A., Oxford; G. Ten Bosch, B.A., Camb.; Lord William Richard Percy, B.A., Oxford; C. Wertheimer, Oxford; G. Lawrence, Oxford; Mohamed Haider Hasan, B.A., Camb.; J. E. P. Allen, B.A., LL.B., Camb.; G. J. F. Tomlinson, B.A., Oxford; F. Shaw, B.A., Oxford; L. P. Clay, B.A., Oxford; S. M. Collins, B.A., Oxford; L. L. Yeatman, B.A., Oxford; A. L. Taylor, B.A., LL.B., Camb.; K. J. C. Moorsom, B.A., Camb.; R. E. Otter, B.A., Oxford; J. G. K. Farrar, Oxford; S. Lowenthal, B.A., Oxford; A. T. E. Eggar, B.A., Camb.; and W. J. Sanderson, B.A., LL.B., Camb.

MIDDLE TEMPLE.—A. F. Engelbach, certificate of honour, C.L.E., Hilary, 1906; H. M. Louwrens, certificate of honour, C.L.E., Easter, 1906; Changathairal Geverghese Idichandy, B.A., Madras Univ., certificate of honour, C.L.E., Michaelmas, 1905; H. C. Fenton; J. E. O'Connor, M.B., Royal Univ., Ireland; W. R. Briggs, B.A., Camb.; A. de B. Brandon, B.A., Camb.; S. H. Plummer, B.A., Camb.; E. W. Godfrey; R. A. Robinson; W. Blake Olders, B.A., Oxford; A. H. Bygott, M.D., London, D.P.H.; G. R. MacDowell; S. G. Turner; C. Porter, M.D., B.Sc., M.R.C.P. Edin.; W. A. Lawton; E. F. W. Moseley, Taylorian Scholar, Oxford, 1899; R. Hollingbery; Mohamed Yunus; Jan Gerhard Keyer; E. T. MacDermot, M.A., Oxford.

GRAY'S-INN.—H. H. Morris, certificate of honour, C.L.E., Hilary, 1906; G. A. Woodcock, Civil Service of Hong Kong; Nisith Chandra Sen; Syed Hamid-al-Rashid Abdul Majid, B.A., LL.B., Christ's Coll., Camb., Syed Mahmood prizeman, Christ's Coll., 1905, B.A., Calcutta Univ.; Ernest Lange, LL.D., Heidelberg Univ.; Nani Lal Basak; Nasservanjee Navrojee Anklesaria, B.A., Bombay Univ., Diplômé de l'École des Sciences Politiques, Paris; G. St. J. McDonald; A. L. Cartar; Edward Bruce; the Hon. J. J. Nunan, B.A., LL.B., ex-senior scholar and Fellow, Royal Univ. of Ireland, Blake scholar and Vice-Chancellor's prizeman, Trin. Coll., Dublin, certificate of honour, Bar examination (Ireland), Michaelmas, 1898, a member of the Irish Bar, Bacon scholar, Gray's-inn, 1898, Judge of the High Court, British Central Africa, member of Appeal Court, Eastern Africa.

Law Students' Societies.

LAWS STUDENTS' DEBATING SOCIETY.—Jan. 30.—Chairman, Mr. P. B. Henderson.—The subject for debate was: "That the case of *Fitzroy v. Cow* (1905, 2 K. B. 364) was wrongly decided." Mr. Pollock opened in the affirmative, Mr. F. Birch seconded in the affirmative; Mr. T. Harston opened in the negative, Mr. Kraus seconded in the negative. The following members also spoke: Messrs. Murray, Blagden, R. P. Croom Johnson, A. E. Dowding, W. Weller, and Margetts. The motion was lost by the chairman's casting vote.

Legal News.

Appointments.

Mr. HUME WILLIAMS, K.C., has been elected a Bencher of the Honourable Society of the Middle Temple, in succession to the late Sir Richard Couch.

Mr. JOHN FLETCHER MOULTON, K.C., who has been appointed one of the Lords Justices of the Court of Appeal, in the room of the Right Hon. Sir J. C. Mathew, resigned, is the son of the Rev. James Egan Moulton, and was born in 1844. He was educated at New Kingswood School, Bath, and St. John's College, Cambridge, where he had a brilliant career, being Senior Wrangler and First Smith's Prizeman in 1868. In 1874 he was called to the bar, and became a Queen's Counsel in 1885. He is a Fellow of the Royal Society, and has been a member of the Senate of the University of London since 1885. In 1885 he was elected Member of Parliament for the Clapham Division, and also represented South Hackney for a short time. In 1898 he was elected for the Launceston Division of Cornwall.

Changes in Partnerships.

Dissolutions.

THOMAS TREWREN VIZARD, JAMES GORDON WENDEN, and REGINALD HUMBERT PENLEY, solicitors (Vizard, Wenden, & Penley), Dursley. Dec. 11. Such business will be carried on in the future by the said James Gordon Wenden and Reginald Herbert Penley, under the same style of Vizard, Wenden, & Penley.

EDWARD LOVELL and GEORGE CLINCH, solicitors (Tolhurst, Lovell, & Clinch), Gravesend. Dec. 31.

FREDERICK WALKER and MAURICE PETTITT, solicitors (Frederick Walker & Pettitt), 68, Coleman-street, London. Sept. 30. Mr. Frederick Walker will continue to practise at 68, Coleman-street, and Mr. Maurice Pettitt will continue to practise at 8, Old Jewry, London. [Gazette, Jan. 26.]

JOHN E. CRAVEN and DAVID GARSED, solicitors (Craven & Garshed), Todmorden. Dec. 31. [Gazette, Jan. 30.]

General.

It was stated on Wednesday that Sir James Mathew was not so well, and that his condition gave cause for great anxiety.

It is stated that no fewer than 100 barristers have been returned to Parliament. This must, however, include a large number of nominal barristers.

It is announced that Mr. Murray will publish during the spring a work entitled "Jottings of an Old Solicitor," being the reminiscences of Sir John Hollams.

The present list of House of Lord appeals contains, says the *Times*, the names of twenty-six cases, of which eighteen are English, one is Irish, and seven are Scotch appeals. The hearing of these appeals is expected to be resumed early in February.

There is a strong rumour, says a writer in the *Daily Telegraph*, that Lord Davy's resignation will shortly be announced. This event would cause considerable shuffling, unless the very unusual step is taken of promoting a practising member of the bar. [The rumour is now of somewhat ancient date.]

A provincial journal professes to find something comic in the description of the King, in the lease of a house which is Crown property, as "Edward, by the grace of God of Great Britain and Ireland and of the dominions beyond the seas, King, Defender of the Faith, hereinafter called the landlord."

A judge (impatiently interrupting a lawyer's carefully-selected citations) remarked, according to the *Central Law Journal*: "Can't you take for granted that I understand an ordinary point of law?" The lawyer (coolly) replied: "Your honour, that's the mistake I made in the lower court, where I lost my case."

A noteworthy feature of the elections, from the legal point of view, is, says a writer in the *Globe*, the success that has attended the Chancery lawyers who have gone to the polls. Before the elections, Mr. Haldane, Mr. Butcher, and Mr. H. T. Eve were the only three Chancery K.C.s in the House of Commons. The number has now been increased to eight.

In the course of the trial of a murder case at the Aylesbury Assizes, where the defence of insanity was raised, the Treasury had taken on this question the opinion of medical experts who were in court. Mr. Justice Jeff said that the onus of proving insanity was upon the defence, and at a recent meeting of the judges disapproval had been expressed of the growing practice for the prosecution in these cases to offer evidence to rebut insanity. He thought it was a proper thing that when this evidence was available it should be placed at the disposal of the defence, and that was the course to take in this case.

Judge Parry, of the Manchester and Salford courts, says the *Daily Mail*, believes that the county court in large urban districts could be far more largely used than it is for the purposes of important litigation, and he sees no reason why the general limit of jurisdiction should not be raised to £500 and the county court judge entrusted with the task of trying slander and breach of promise actions. His courts now deal with £15,000 a year more than they did ten years ago, an increase of work partly due to the Workmen's Compensation Act. On their books also are 325 widows and children, and a sum of £9,000 to apply to their benefit, and the judge thinks that if the State would allow a small sum to be paid to some charitable inquiry agency more might be done for these people. Our system of imprisonment for debt is condemned as bearing hardly on the working classes, and Judge Parry suggests as a means to stop the present reckless credit-giving that no committal order should be made for a less sum than 40s.

Mr. Frank Newbolt, writing to the *Times* on the question of legislation by reference, says: "Can anything be more unscientific, more confusing, or more stupid than an Act of Parliament which is super-imposed upon ten previous statutes, some of which it partly repeals and some of which it ignores? Almost any recent example will serve as an illustration. Take the most recent Agricultural Holdings Act, Licensing Act, County Courts Act or Workmen's Compensation Act. Instances might easily be multiplied but for considerations of space. Act A is known to be defective and in parts unintelligible, but Act B merely mutilates it and makes it more puzzling than ever. If any one is unconvinced, let him study a volume of Chitty's Statutes for a few hours, or glance through one of the ponderous text-books which appear in new editions after every Royal assent. I think that the evil is generally recognized, and that if both branches of the legal profession would move together and could obtain the assistance of the Press, without distinction of party, a new system could be gradually introduced—i.e., dealing with each subject as a whole, and repealing and re-enacting, so far as necessary, defective statutes."

It is the testimony of W. P. Archibald, of the Dominion Parole Office, says the *Albany Law Journal*, that since the parole system became operative in Canada, some six years ago, its workings have been satisfactory. Since the plan came into effect, more than 1,000 men have been released from

prison. Of that number only a little more than 2 per cent. have been returned to prison because of the commission of crimes, and the licences of 7 per cent. have been revoked because of the failure of the pardoned men to make regular reports to the authorities. According to Mr. Archibald, nearly 700 men have obtained their full liberty and are earning their own living in a legitimate way. This system, in the case of certain offenders against the laws of society, is cheaper than feeding and housing them at the expense of the State, and it has the additional advantage of assisting materially in the work of reform. Exercised intelligently and with judgment, the parole system has in many localities amply proved its worth, and its introduction ought to be carefully considered by the penologists of New York State, if they propose to be up-to-date in their methods of dealing with the very large class of men and women who are under the ban of the laws.

FIXED INCOMES.—Houses and Residential Flats can now be furnished on a new System of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. Maple & Co. (Limited), Tottenham Court-road, London, W.—[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT NO. 2.	MR. JUSTICE KEKEWICH.	MR. JUSTICE FARWELL.
Monday, Feb.	5 Mr. Greswell	Mr. Godfrey	Mr. Carrington	Mr. Theed
Tuesday	6 Church	R. Leach	B. Carrington	W. Leach
Wednesday	7 Farmer	Godfrey	Carrington	Theed
Thursday	8 King	R. Leach	Beal	W. Leach
Friday	9 W. Leach	Godfrey	Carrington	Theed
Saturday	10 Theed	R. Leach	Beal	W. Leach

Date	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINNEY EADY.	MR. JUSTICE WARRINGTON.	MR. JUSTICE BEAL.
Monday, Feb.	5 Mr. King	Mr. Jackson	Mr. Church	Mr. Carrington	Mr. Beal
Tuesday	6 Farmer	Pemberton	Greswell	R. Leach	Godfrey
Wednesday	7 King	Jackson	Church	Godfrey	Pemberton
Thursday	8 Farmer	Pemberton	Greswell	Godfrey	Jackson
Friday	9 King	Jackson	Church	Pemberton	Greswell
Saturday	10 Farmer	Pemberton	Greswell	Jackson	

The Property Mart.

Sales of the Ensuing Week.

Feb. 7.—Messrs. EDWIN FOX & BOWNSFIELD, at the Mart, at 2:—City of London: Freehold Ground-rents amounting to £451 10s. per annum. Solicitors, Messrs. Streeter & Howe, Croydon. (See advertisement, Jan. 27, p. vi.)

Result of Sale.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 804) of the above-named Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named—the total amount realized being £8,455.

ABSOLUTE REVERSIONS:

To £12,026 19s. 11d. ....	...	...	...	...	...	Sold	8,500
To £375 ....	...	...	...	...	...		310
To £688 12s. 4d. L. and S. W.R. Ordinary Stock ....	...	...	...	...	...		630
To £1,499 15s. 8d. ....	...	...	...	...	...		430

ENDOWMENT POLICY for £1,000

For £2,000 ....	...	...	...	...	...	...	735
For £500 ....	...	...	...	...	...	...	120

Winding-up Notices.

London Gazette.—FRIDAY, Jan. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-TRANSVAAL LAND AND EXPLORATION CO., LIMITED.—Creditors are required, on or before May 9, to send their names and addresses, and the particulars of their debts or claims, to Newman M. Ogle, Worcester House, Walbrook.

BLACK HILL BRICK AND TERRA COTTA CO., LIMITED.—Creditors are required, on or before Feb. 14, to send their names and addresses, and the particulars of their debts or claims, to Robert Edwin Smalley, 9, Chapel st, Preston. Jackson & Son, Chorley, solors for liquidator.

CAPI GLASS CO., LIMITED.—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to Reginald John Wickham Hurd, 29, Essex st, Strand. Hurd & Co, Essex st, Strand, solors for liquidator.

DEEN MOTOR CAR CO., LIMITED.—Petition for winding up, presented Jan. 9, directed to be heard at the County Hall, Coventry, Feb. 6, at 10.30. Maddocks & Colson, Walbrook, for Robinson, Coventry, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb. 5.

MARTIN'S PROCESS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb. 24, to send their names and addresses, and the particulars of their debts or claims, to J. E. M. Truelove, Ashurstong, Dore, Sheffield. Smith & Co, Sheffield, solors for liquidator.

WEBSTER ELECTRICAL ENGINEERING CO., LIMITED.—Petition for winding up, presented Jan. 12, directed to be heard at the Court House, Bradford, Feb. 13, at 10.30. Evans & Co, Theobalds rd, Bedford row, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb. 12.

London Gazette.—TUESDAY, Jan. 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUSTRALASIAN PROSPECTING SYNDICATE, LIMITED.—Creditors are required, on or before

March 15, to send their names and addresses, and the particulars of their debts or claims, to J. M. Mackay, 88, Gracechurch st, Hepburn & Co, Bird in Hand st, Cheapside, solors for liquidator.

BLACK HILL BRICK AND TERRA COTTA CO., LIMITED.—Creditors are required, on or before Feb. 14, to send their names and addresses, and the particulars of their debts or claims, to Robert Edwin Smalley, 9, Chapel st, Preston. Jackson & Co, Chorley, solors for liquidator.

DEWSBURY, BATLEY, AND BIBSTAL TRAMWAYS CO., LIMITED.—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to S. Humphry, Donington House, Norfolk st, Strand.

OTTO ELECTRICAL MANUFACTURING CO. (1905), LIMITED.—Creditors are required, on or before March 17, to send their names and addresses, and the particulars of their debts or claims, to Edward Hewitt Fletcher, 14, George st, Mansion House, Lowndes & Son, George st, Mansion House, solors for liquidator.

QUICK LUNCH CO. (1905), LIMITED.—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to Ernest James, 1a, Frederick's pl, Old Jewry.

T H WILLIAMS & CO., LIMITED.—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to William Bolton, 13, Spring gdns, Manchester.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 12.

AMOS, EMILY JANE, Plymouth Feb 8 Shelly & Johns, Plymouth
ARMSTRONG, JOHN, Hartpool Jan 19 Harrison & Son, Hartpool
BARNETT, LEWIS, Tollington Park Feb 24 Simmonds, Finsbury pvt
BENNETT, JOHN LEE, Downham Market, Norfolk, Corn Merchant Feb 10 Reed & Wayman, Downham Market, Norfolk

BINGHAM, SUSANNA, Crewe Feb 21 Leach & Son, Manchester
BLACKBURN, RICHARD, Selby, York, Farmer Jan 18 Haigh & Son, Selby
BURGESS, ALFRED, Thornbury, Glos, Carpenter Feb 28 Anstey, Bristol
BURN, CORDELIA, Inkerman ter, Kensington Feb 10 Hartup & Co, Surry st
BURNETT, JAMES JULIUS, Bishopston, Bristol Feb 28 Polmery, Bristol

CHILCOTT, KATE, and JAMES CHILCOTT, Bristol Feb 27 Roberts, Bristol

DALE, CHARLES, Uxbridge Feb 12 Blaber, Gt Castle st, Regent st

DENVER, MARTHA, Ampthill, Bedford Jan 22 Sharman & Trehewy, Ampthill

EARL, REV. WILLIAM JAMES, Gt Yelddom Rectory, Essex Jan 31 Bond, Ongar, Essex

FRANKLIN, THOMAS, Whittlesey, Cambridge, Farmer Feb 14 Weldon, Whittlesey

GALLIE, LUCY ELLIE, Plymouth Feb 8 Shelly & Johns, Plymouth

HARDY, EDWARD WILLIAM, Swaffham, Norfolk Feb 23 Burton & Co, Surrey st, Strand

HARRISON, HERBERT WILLIAM BROADLEY, Egerton gdns March 7 Thompson & Co, Hull

HEAD, RICHARD ANDREW HOLT, Endfield, Farmer Feb 14 Vanderpump, Endfield Town

HEASMAN, ARTHUR HENRY, Laurence Pountney hill, Consulting Engineer Feb 23 Neal, Arthur st, West

HENDERSON, Robert, Howden, York, Millwright Jan 25 Haigh & Son, Selby

HINDE, SARAH ELLEN, Sheffield Feb 12 Smith & Co, Sheffield

JORDAN, ALICE, Wrotham Feb 16 Verrell & Son, Wrotham

JONES, EMILY ELIZABETH, Moseley, Worcester Feb 12 Thomas & Co, Birmingham

MARSHALL, LOUISA, Cottswell ter, Regent's pk Feb 24 Baileys & Co, Barnetts st

MOLLE, CATHERINE MARY THALIA, Boscombe, Bournemouth Feb 24 Rivington & Son, Fenchurch bldgs

Moss, WILLIAM, Dovedale, Worcester Jan 30 Beauchamp & Gallaher, Worcester

OBED, JOHN CAVENDISH, Chichester, Sussex March 1 Simpson & Co, Liverpool

OWEN, MARY ELIZABETH, Stonycroft, Liverpool Feb 19 Pennington & Higson, Liverpool

PILLING, SARAH ANNE, Harrogate Feb 28 Rhodes, Bradford

RAMSDEN, JOSEPH, Park Hill, Clapham Park Feb 23 Laytons, Budge row

REYNOLDS, SARAH, Fadgows, York March 9 Crombie & Sons, York

REYHNER, JANE, Queen's rd, Peckham March 1 Thatcher, Essex st, Strand

ROWSON, MARGARET CAROLINE, Moss Side, Manchester March 8 Dyke, Dyke of Lancaster Office

RUSKIN, MARY, New Cross rd Feb 5 Wills & Watts, Wardrobe chmbs, Doctor's Commons

SALISBURY, HENRY ARTHUR, College st, Chelsea, Cab Proprietor Feb 8 Taylor, Essex st, Strand

SCOTT, EDWARD ASHLEY, Rugby Feb 12 Peacock & Goddard, South sq, Gray's inn

SLY, MARY, Claverdon, Warwick March 25 Campbell & Co, Warwick

SMITH, EMILY, Ilford, Essex Feb 28 Baynes, Union st, Old Broad st

SMITH, GEORGE, Royal Hill, Greenwich Feb 1 Langton, Paper bldgs, Temple

SMITH, MARY, Leeds, Feb 14 Ratcliffe & Durrance, Bradford

SNELL, JOHN, Gargrave, York Feb 11 Titley & Paver-Crow, Harrogate

SNOWDON, GEORGE WALKER, Wickham, Hants, Chemist Feb 12 Langham & Co, Hastings

SOMERVELL, CATHERINE, Marlborough hill, St John's Wood Feb 11 Stallibrass, Southend on Sea

STARKEY, HARRIET, Warwich March 25 Campbell & Co, Warwick

STUART, MARIAN EMILY, Belgaum, India Feb 12 Maddison & Co, Old Jewry

STUBBS, PETER, Longhope, Glos Feb 3 Greenall & Co, Warrington

SUMMERS, JULIA, Liverpool, Laundry Proprietress Feb 14 Joynton, Liverpool

TRUMAN, WILLIAM ROBINSON, Lynton, Hants April 2 Richardson & Sadler, Golden sq

TRUNCHOM, ANN ELIZABETH, South Norwood Feb 25 Spencer & Co, Queen st

UNDERHILL, HARRY WIDDICOMBE, Ealing, Coal Merchant Feb 10 Gedge & Gedge, Gt George st, Westminster

WARDELL, FREDERICK MEYER, CB, Sussex sq, Hyde Park April 2 Richardson & Sadler, Golden sq

WILSON, JAMES HENRY, Tyldesley, Builder Feb 10 Dootson, Leigh, Lancs

London Gazette.—TUESDAY, Jan. 16.

ARMSTRAND, HENRY HUGH, Circus rd, St John's Wood Feb 12 Knapp-Fisher & Son, Buckingham gate

BARRELL, SARAH, Kingston upon Hull Feb 9 Goy & Co, Barton on Humber

BIRCHALL, CHARLES, Egremont, Chester Feb 23 Cornish & Gardner, Liverpool

BIRCHALL, JAMES, Wanstead, Essex, Victualler Feb 17 Sandilands & Co, Fenchurch av

BOUCHERET, EMILIA JESSIE, Willingham House, nr Market Rasen, Lincoln March 18 Toyne & Co, Lincoln

BOWDEN, JOHN, Manchester, Civil Engineer March 12 Taylor & Co, Manchester

BURNARD, CHARLES FREDERICK, Plymouth March 1 Bookers & Co, Plymouth

CHUBB, WILLIAM, Brighton Feb 10 P. & Smith, Salisbury

CLARKE, THOMAS, Hastings Feb 12 Meadows & Co, Hastings

COVINGTON, HENRY, Streatham, Contractor Feb 17 Evans & Co, Theobalds rd

COUGH, RICHARD, Linden gdns, Bayswater Feb 10 Tippett, Maiden Lane, Queen st

CRUWYS, JAMES, King's Norton, Worcester, Contractor for Public Works Feb 12 Knapp-Fisher & Sons, Buckingham gate

DALBY, JOHN, Ipswich Feb 23 Singleton, Essex st, Strand

DAMER, EDITH SOPHIA HARRIET DAWSON, Parkstone, Dorset Feb 1 Bircham & Co, Parliament st

DAWSON, EDNA, Blackburn Feb 23 Holt & Co, Manchester

DRAKE, SAMUEL, Exeter, Builder Feb 23 Buckingham & Co, Exeter

EAHLE, REV. WILLIAM JAMES, Gt Yelldom Rectory, Essex Jan 31 Bond, Ongar

ELKINS, THOMAS, Carrington, Notts Feb 20 Huntsman, Notts

FAMELTON, JAMES, Greenhaugh, Northumberland Feb 28 Brown & Son, Newcastle on Tyne

Bank

YANN, ELIZA, Upper Norwood Feb 16 Sole & Co, Aldermanbury	PICKERSGILL, SARAH KENTON, Sunderland Jan 26 Simey & Hiff, Sunderland
YERGESSON, ANN RUSSELL, Thurloe sq, South Kensington Feb 24 Tozer & Dell, Teignmouth	PIGG, ISABELLA, Haughton & Skerne, Durham March 1 Latimer, Darlington
YEW, FREDERICK, Huddersfield, Hertford, Nurseryman March 10 Swover & Longmore, Hertford	POWELL, ELIZABETH, Dronwiche, Worcester Feb 23 Lanes & Co, Birmingham
YEWESWOOD, THOMAS, Saint Heath, Cornwall Feb 28 Pengelly, Exeter	ROWLAND, ELIZA, Little Milton, Oxford Feb 2 Birch, Thame, Oxon
YOUNG, MARY LEWIS, Anerly, Kent Feb 12 Knapp-Fisher & Sons, Buckingham gate	READ, ELIZA, SARAH, Elgin cres Feb 28 Flux & Co, East India av
YAMBER, WALTER, Cranleigh, Surrey, Butcher Feb 25 Kennett, Camberley	SALE, MARY ANNE, Woking Feb 17 Taylor, Dork, Billiter st
YOUNG, JOHN, Langport, Somerset, Solicitor Feb 17 Lynch & Co, Langport, Somerset	SHAW, JOHN, Wimbleigh, Lancs, Farmer Feb 24 Saul, Lancaster
YUILL, ALEXANDER WILLIAM, Bowden, Chester March 12 Taylor & Co, Manchester	STOKES, ELIZABETH EMILY, Richmond Feb 19 Seely & Son, South sq, Gray's inn
YEWORTH, HENRY, Duncton Farm, nr Ramegate, Farmer Feb 19 Mercer & Whitehead, Ramegate	TEBBS, MARGARET HARRIET, Hove, Sussex Feb 2 Emmet & Co, Bloomsbury sq
YEW, LIONEL CECRO GAUNT, Sandgate, nr Milnthorpe, Westmorland Feb 24 Wright & Co, Bradford	WALDEGRAVE, ELIZA, Reading Feb 3 Parry & Gibson, Lincoln's inn fields
YEWTON, ELLEN, Woburn Sands, Bucks Feb 1 Tweed, Hornastle	WEST, COL THE HON WILLIAM EDWARD SACKVILLE, Sloane st Feb 24 Meynell & Pember-ton, Old Queen st
YEW, CHARLOTTE, Birmingham Feb 17 Watson, Stourport	WHEATE, GEORGE, New North rd, Hoxton, Boxmaker Jan 31 Romain, Bishopsgate st Without
YEW, ELIZABETH, Reading Feb 24 Evans & Taylor, Bristol	WINGATE, CAROLINE DOWES, Boston, Lincs Feb 19 Waite & Co, Boston
YEW, LEVI, Melbourne, Cambridge, Farmer Feb 14 Wortham & Co, Royston, Herts	WOLSTENHOLME, HENRY, Harpurhey, Manchester March 2 Needham, Manchester
YEW, JOSEPH, Sherburn Hill, Durham Feb 29 Brown & Son, Newcastle on Tyne	London Gazette.—TUESDAY, Jan. 23.
London Gazette.—FRIDAY, Jan. 19.	
YEW, HENRY, Josephine av, Brixton March 31 Philpot, Bartholomew close	CHAMBERS, MAJ GEN RICHARD WELLESLEY, Queen's rd, Richmond March 1 Weed & Mason, Maidenhead
YEW, NAPOLEON ALFRED, Bromley, Civil Servant Feb 21 Gibson & Co, Lincoln's inn	CLEGG, DAVID, Cheetam, Manchester, Painter Feb 25 Lawton & Hartley, Manchester
YEW, JOHN BARNETT, FRANT, SUSSEX March 1 Lanfear & Co, Cannon st	COOMBS, FREDERICK HENRY, West Wellow, Romsey March 1 Godwin & Archdale, Southampton
YEW, CHARLES, Darlington March 1 Hett, Darlington	CROCKFORD, ELIZA, Southminster, Essex Feb 1 Joyce & Co, Williton, Somerset
YEW, MONTAGUE CHARLES, CB, JP, Grosvenor sq, Feb 20 Renshaw & Co, Suffolk in	DICKINSON, SARAH, Upper Middlewood, Oughtibridge, Yorks Feb 20 Fye-Smith & Barker, Sheffield
YEW, THOMAS WORLDE, Bradford, Solicitor Feb 16 Atkinson, Bradford	DODD, WILLIAM, Almondsbury, Glos March 6 Gwynn & Co, Bristol
YEW, GEORGE, Brightton rd, Stoke Newington, Stockbroker's Clerk Feb 15 Holder & Wood, Cheapside	FLACK, JAMES, Pembury rd, Lower Clapton, Physician March 5 Brown & Son, Finsbury
YEW, CATHERINE HACKETT, New Sleaford, Lincs Feb 15 Pontifex & Co, St Andrew's, Holborn circus	FOSTER, JOHN HARRISON, Witley, Surrey Feb 28 Lyall & Sons, John st, Bedford row
YEW, MARY, Springfield rd, Green Lns, Stoke Newington Feb 19 Stanbury & Co, Chancery in	GREY DE RUTHYN, EVELYN ISOBEL IDA CHARLOTTE, Baroness, Windsor Forest, Berks March 1 Angove & Co, Gt Winchester st
YEW, EDITH ELIZA, Cliftonville, Margate Feb 28 Worrell & Son, Coleman st	GRIFFITHS, MORGAN, Cardiff March 1 Davies & Co, Pontypridd
YEW, HENRY, Dudley, Worcester, Solicitor Feb 23 Collicott, Mitcham	HOPFMAN, GEORGE, Bingley, Yorks, Pork Butcher Feb 27 Bedford, Bingley
YEW, WALTER REGINALD, Langley Bay, Glam, Solicitor March 3 Cox, Swansea	HUGGETT, HENRY, Portland rd, Notting hill Feb 17 Welman & Sons, Westbourne Grove, Bayswater
YEW, SIR ROBERT ALFRED, Wrexham, Denbigh Feb 20 Potts & Co, Chester	JARVIS, WILLIAM, Tickhill, Yorks, Farmer Feb 28 Branson & Son, Sheffield
YEW, EDWARD THOMAS, Woodford Green Feb 28 Clapham & Co, Devonshire sq	JONES, JOHN PERSIVAL, sen, Tottenham March 5 Ley & Co, Carey st, Lincoln's inn
YEW, JAMES, Penlann, Eglwysfa a churh, Carmarthen, Farmer Jan 31 Griffiths & Co, Carmarthen	KERRY, JOHN, Weybridge March 5 Barnard & Taylor, Lincoln's inn fields
YEW, BENJAMIN THORNTON, Idle, Bradford Feb 17 Watson & Co, Bradford	MARSHAL, CHARLES HENRY, Shakespeare rd, Acton March 1 Garret, Gt James st
YEW, HARRY, Brighton, Outfall Feb 20 Marx, Brighton	MASSEY, FREDERICK, Spalding, Lincs Feb 28 Sturton, Holbeach
YEW, JOHN MATTHEW, Faversham, shipwright Feb 19 George James Goldfinch, Faversham	MILLER, WILLIAM, Bedlington, Northumberland, Hawker March 1 Webb, Morpeth
YEW, JAMES, Glyn rd, Homerton Feb 28 Algar, Abchurch in	NEGUS, JOHN, Puxhill, Beds, Farmer Feb 10 Tanqueray, Woburn, ESO, Beds
YEW, MARTHA, Southport, Lincs Feb 24 Threlfall, Southport	NEWMAN, GEORGE FREDERICK, Crediton Feb 20 Bultel & Rowe, Plymouth
YEW, RICHARD, Redruth, Cornwall Feb 19 Arnatt, John st, Bedford row	PEARSON, GEORGE, Basford, Nottingham, Bleacher March 6 Green & Williams, Nottingham
YEW, HELEN FRANCES, Bournemouth Feb 17 Walker & Co, Alford	PEPPER, THOMAS JOHN, Chatham, Licensed Victualler Feb 17 Hearn, Chatham
YEW, HENRY, OXFORD, Licensed Victualler Feb 17 Hatt, Oxford	PILLEY, ALFRED, Milford on Sea, Southampton, Dairymen Feb 9 Heppenstall & Clark, Lyminster
YEW, ANGELINA, SHEFFIELD, Feb 20 Smith & Co, Sheffield	PINDER, HANNAH, Holmesfield, Derby March 25 Lucas & Padley, Sheffield
YEW, ANN, CLEVELEY, nr Blackpool Feb 20 Hall, Blackpool	RANDOLPH, LIEUT GEN CHARLES WILSON, Chester sq Feb 28 Haines & Sunner, Gloucester
YEW, EMMA, EASTBOURNE, March 25 Cunliffe & Davenport, Chancery in	ROBISON, OSBORN DONALD, New Broad st Feb 23 Satchell & Chaple, Queen st, Cheshire
YEW, WILLIAM HENRY, Bryn Rhos, Llanishen, Glam, JP Feb 19 Downing & Co, Leadenhall st	SCARFE, WILLIAM WHEELER ANCHER, Worthing, Solicitor's Clerk March 1 Verrall & Son, Worthing
YEW, LEONARD, Tunbridge Wells Feb 8 Freer & Brown, Tonbridge	SMITH, WILLIAM, Manchester Feb 23 Dixon & Co, Manchester
YEW, MARSHALL, EDITH FLORENCE MAUD, Glenfield rd, Balham Feb 24 Richards & Co, York pl, Portland sq	STAVENT, WILLIAM, Priest, nr Kendal, Westmorland March 17 Milne, Kendal
YEW, WILLIAM JOHN CHAMBERS, Princes sq, Bayswater Feb 26 Davies & Son, Chancery in	SWINNEN, JAMES, HENRY, Windhill, Yorks, Coal Merchant Feb 6 Wright & Co, Bradford
YEW, ALBINA MARIA BROKE, Stanhope gdns, South Kensington Feb 24 Meynell & Pemberton, Old Queen st, Storey's Gate	TAYLOR, JAMES, Bramley, Leeds, Tinner Feb 20 Lupton & Fawcett, Leeds
YEW, WILLIAM PRIMROSE, Elm ct, Temple, Barrister Feb 21 Blake & Co, Serjeants' Inn, Temple	VEST, NARCISO RAMON DOMINGO, Elsworth rd, Primrose hill, Musical Agent Feb 23 Oldfield & Co, Walbrook
YEW, ABIGAIL, Cleveland sq, Hyde Park March 1 Lindo & Co, West st, Finsbury	VINER, LEE, Southampton April 1 Sharp & Co, Southampton
YEW, MARY MANDEVILLE, Lavender gdns, Clapham Feb 19 Poole & Robinson, Union ct, Old Broad st	WEBSTER, ELIZA SOPHIA, Bath Feb 22 Dyer, Bath
YEW, CHARLES, Overton, nr Wakefield, Farmer Feb 24 Longbotham & Sons, Halifax	WESTHEIMER, BARTHOL HIRSCH, Graham rd, Dulston Feb 23 Crossfield & Co, Hackney rd
YEW, MARY, Kingston on Thames March 2 Sale & Co, Manchester	WILDE, ISABELLA CATHERINE, Queen's sq, Bloomsbury Feb 28 Lowe & Co, Temple gdns, Temple
WORTLEY, ARCHIBALD JOHN STUART, Bradwell on Sea, Essex Feb 18 Kennedy & Co, Clement's inn, Strand	

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan. 26.

RECEIVING ORDERS.

YEW, WILLIAM, Heckmondwike, Assistant Teacher Dursley Pet Jan 22 Ord Jan 22	FARR, JOHN, Hunslet, Leeds, Carter Leeds Pet Jan 23 Ord Jan 23	SNOWDEN, GEORGE, Rotherham, Yorks, Painter Sheffield Pet Jan 23 Ord Jan 23
YEW, FRED HERSHET, Lincoln, Butter Dealer Lincoln Pet Jan 23 Ord Jan 23	FORREST, JOHN ARTHUR, Sheffield, Plumber Sheffield Pet Jan 23 Ord Jan 23	STEVENS, FERD, Ludlow, Salop, House Furnisher Leominster Pet Jan 22 Ord Jan 22
YEW, WILLIAM MANN, Beaufort, Flitwick, Beds, Nurseryman Bedford Pet Jan 5 Ord Jan 23	GILL, F W, Thornton Heath, Builder Croydon Pet Dec 13 Ord Jan 23	TANNER, GEORGE CHARLES, Southrop, Glos, Baker Cheltenham Pet Jan 22 Ord Jan 22
YEW, EDWARD, Earlestone, Lincs, Painter Warrington Pet Jan 22 Ord Jan 22	HARRISON, JOSEPH, Pailton, Warwick, Farmer Leicester Pet Jan 24 Ord Jan 24	THACKRAY, PERCY EDMUND, Leicester Leicester Pet Jan 22 Ord Jan 22
YEW, HABOLD, Hartlepool, Chemist Sunderland Pet Jan 23 Ord Jan 23	HUGHES, CATHERINE, Bethesda, Carnarvon, Grocer Bangor Pet Jan 22 Ord Jan 22	TOWNSLEY, RICHARD, Lancaster, Coachman Preston Pet Jan 23 Ord Jan 23
YEW, WILLIE, WILLIAM, Troedyrhw, Glam, Collier Merthyr Tydfil Pet Jan 23 Ord Jan 23	JONES, HARRY CURTIS, Southsea, Boarding house Keeper Portsmouth Pet Jan 22 Ord Jan 22	TUNTON, ERNEST, Holbeck, Leeds, Milk Dealer Leeds Pet Jan 23 Ord Jan 23
YEW, BROWN, EDWARD, Levenside rd, Forest Hill, Builder Greenwich Pet Jan 23 Ord Jan 23	KESSEY, SOLOMON, Nottingham, General Dealer Nottingham Pet Jan 21 Ord Jan 23	WOWLES, SAMUEL GEORGE, Milton next Sittingbourne, Kent, General Smith Rochester Pet Jan 24 Ord Jan 24
YEW, THOMAS, WILLIAM, King's Lynn, Norfolk, Hay Merchant King's Lynn Pet Jan 23 Ord Jan 23	KOSMANN, E, Lurline gdns, Battersea park rd, Wandsworth Pet Dec 8 Ord Jan 23	WEBB, JOHN LLOYD, Morning in, Hackney, Manufacturer of Preserved Provisions High Court Pet Dec 22 Ord Jan 17
YEW, HUMPHREY ELLIS, Shaftesbury av, Music Hall Manager High Court Pet Oct 31 Ord Jan 23	LAPINE, GEORGE, Rye in, Peckham High Court Pet Dec 27 Ord Jan 24	FIRST MEETINGS.
YEW, JOHN, Sheffield, Draper Sheffield Pet Jan 19 Ord Jan 24	LILLEY, ARTHUR JACKSON, Kirkgate Market, Leeds Leeds Pet Jan 24 Ord Jan 24	AKROYD, WILLIAM, Heckmondwike, Assistant Teacher Feb 6 at 10 Off Rec, Bank Chambers, Corporation st, Dursbury
YEW, GEORGE, Wragby, Yorks, Greengrocer Wakefield Pet Jan 24 Ord Jan 24	LONG, EDGAR CHARLES, Sheffield, Publisher Sheffield Pet Jan 10 Ord Jan 24	ANDERSON, WILLIAM JAMES, Fillongley, nr Coventry, Physician Feb 5 at 12 Off Rec, 8, High st, Coventry
YEW, BUCLE, HABOLD, Hartlepool, Chemist Sunderland Pet Jan 23 Ord Jan 23	MARSH, BENJAMIN, Newport, Mon, Boot Maker Newport, Mon Pet Jan 9 Ord Jan 24	ASHWORTH, GEORGE, Burnley, Lancs, Rail Maker Feb 8 at 11 Off Rec, 14, Chapel st, Preston
YEW, WILFRED RIVETT, Hove Brighton Pet Dec 11 Ord Jan 22	MUDDOCK, JAMES EDWARD PRESTON, Harrow, Author High Court Pet Jan 23 Ord Jan 23	ATTWOOD, ERNEST GEORGE, Dover, Tailor Feb 15 at 9 Off Rec, 68, Castle st, Canterbury
YEW, BENJAMIN, Gillingham, Kent, Builder Rochester Pet Jan 9 Ord Jan 22	NEUFFEY, A H, Gt St Helen's, Merchant High Court Pet Dec 22 Ord Jan 24	BARROW, EDWARD, Earlestone, Lincs, Painter Feb 3 at 11 Off Rec, 12, Maiden Lane, London
YEW, ALFRED, Wigan, General Dealer Wigan Pet Jan 24 Ord Jan 24	NIELD, HERBERT, Goldon Cross Hotel, Strand Brighton Pet Dec 20 Ord Jan 22	BLACKWELL, MORRIS WILLIAM, Troedyrhw, Glam, Collier Pet 7 at 12, 135, High st, Merthyr Tydfil
YEW, RICHARD, Swansea Swansea Pet Jan 24 Ord Jan 24	SKINNER, ELIZABETH WINLOVE, Peterborough, Fish Dealer Peterborough Pet Jan 22 Ord Jan 22	BRAMWELL, HUMPHREY ELLIS, Piccadilly circus mens, Shaftesbury av, Music hall Manager Feb 6 at 1 Bankruptcy bldgs, Carey st
YEW, JOHN RICHARD, Tutbury, Staffs, Painter Burton on Trent Pet Jan 22 Ord Jan 22	SMITH, JOHN JAMES, Northwood, Hanley, General Shopkeeper Hanley Pet Dec 15 Ord Jan 5	BRISTOW, RALPH, Rochester, Tailor Feb 5 at 11.30 115, High st, Rochester
YEW, DAVID, RHYL, Flint, Plumber Bangor Pet Jan 22 Ord Jan 22	SMITH, GEORGE HENRY, St George, Bristol, Carpenter Bristol Pet Jan 22 Ord Jan 22	

BROOKES, BERNARD ALFRED, Sheffield, Commercial Traveller Feb 7 at 12 Off Rec, Fugate & Son, Sheffield

CHILD, CEPHAS ORLANDO CHAPMAN, Blackpool, Tobacconist Feb 5 at 3 Off Rec, 14, Chapel st, Preston

COOPER, BENJAMIN, Gillingham, Builder Feb 8 at 12 115, High st, Rochester

CUDDEFORD, WILLIAM EDWIN, Tavistock, Devon, Butcher Feb 7 at 11 Off Rec, 6, Atheneum ter, Plymouth

DAVIES, JOHN, Aberystwyth, Cardigan, Grocer Aberystwyth Pet Jan 10 Ord Jan 22

DAVIES, RICHARD, Swansea, Swansea Pet Jan 24 Ord Jan 24

DILKE, JOHN RICHARD, Tuthbury, Staffs, Painter Burton on Trent Pet Jan 22 Ord Jan 22

EVANS, DAVID, Rhyl, Flint, Plumber Bangor Pet Jan 22 Ord Jan 22

FARR, JOHN, Hunslet, Leeds, Carter Leeds Pet Jan 23 Ord Jan 23

FELDESEN, ALBERT, Shepherd st, Mayfair, Provision Merchant High Court Pet Dec 11 Ord Jan 20

FENTON, WALTER THOMAS, Wolverhampton, Pawnbroker Wolverhampton Pet Jan 12 Ord Jan 24

FOREST, JOHN ARTHUR, Sheffield, Yorks, Plumber Sheffield Pet Jan 23 Ord Jan 23

FRIEDHEIM, ARTHUR, Amhurst rd, Hackney, General Turner High Court Pet July 26 Ord Jan 20

HARRISON, JOSEPH, Paiton, Warwick, Farmer Leicester Pet Jan 24 Ord Jan 24

HARRIS, JAMES, Horsley, Surrey, Carpenter Guildford Pet Jan 27 Ord Jan 27

HARSHORN, ELIAS, Whittington Moor, nr Chesterfield, Builder Chesterfield Pet Jan 25 Ord Jan 25

HAYMAN, WILLIAM FRANCIS, Brixham, Devon, Watchmaker Plymouth Pet Jan 23 Ord Jan 23

HILL, LEWIS GEORGE, Redland, Bristol, Commission Agent Bristol Pet Jan 5 Ord Jan 20

HORNER, FREDERICK, Charleton, Berkeley sq, High Const Pet Oct 7 Ord Nov 10

JABLOWSKI, LEON, Sheffield, Tailor Sheffield Pet Jan 12 Ord Jan 20

JAMES, JOHN, Pontycymmer, Glam, Baker Cardiff Pet Jan 23 Ord Jan 23

JENKINS, EDWARD DAVID, New Tredegar, Mon, Draper Tredegar Pet Jan 12 Ord Jan 27

JONES, RICHARD, Tredegar, Mon, Draper Tredegar Pet Jan 26 Ord Jan 23

JONES, SIDNEY WILLIE, Tredegar, Mon, Painter Tredegar Pet Jan 28 Ord Jan 23

KNIGHT, WILLIAM, Kemlworth, Grocer Warwick Pet Jan 25 Ord Jan 25

KNOTT, JAMES, Stockport, Millwright Stockport Pet Jan 25 Ord Jan 25

LYONS, CORNELIUS, Saint Thomas, Sw. sea, Licensed Victualler Swansea Pet Jan 13 Ord Jan 26

NEWSTEAD, PERCY ELAND, Idle, Bradford, Theatrical Proprietor Bradford Pet Jan 27 Ord Jan 27

PERRY, HENRY THOMAS, Cleethorpes, Fish Buyer Gt Grimsby Pet Jan 26 Ord Jan 26

PITT, ERNEST ALFRED ROBERT, Birmingham, Grocer Birmingham Pet Jan 9 Ord Jan 27

PRICE, BENJAMIN, Llandrindod Wells, Radnor, Boarding House Keeper Newtown Pet Jan 25 Ord Jan 25

ROGERS, EDWIN, Derby, Bridge Erector Derby Pet Jan 23 Ord Jan 23

RUDSTON, GEORGE CALVERLEY, De Marin's Hot Springs, Wyo, Wyoming, USA, High Court Pet June 22 Ord Jan 25

SHAW, SAMUEL, Almondbury, Huddersfield, Pattern Weaver Huddersfield Pet Jan 26 Ord Jan 26

SHUTTLEWORTH, SARAH, Wolverhampton, Grocer Wolverhampton Pet Jan 26 Ord Jan 26

SIMPSON, JOHN, Lowth rd, Camberwell, Builder High Court Pet Dec 12 Ord Jan 25

SMITH, WILLIAM CHARLES, Willenhall, Staffs, Lock Manufacturer Wolverhampton Pet Jan 25 Ord Jan 25

SPAFFORD, WALTER, Thorpe on the Hill, Lincs, Farmer Lincoln Pet Jan 26 Ord Jan 26

THOMAS, ISAAC, Kening Hill, nr Bridgnorth, Glam, Shoemaker Cardiff Pet Jan 25 Ord Jan 25

TILLEY, HENRY EDWIN, Market Harborough, Leicestershire Painter Leicester Pet Jan 26 Ord Jan 26

UNDERWOOD, WALTER EDWIN, Whitwick, Leicester, Draper Burton on Trent Pet Jan 8 Ord Jan 24

WEST, JOHN, Atherton, Lancs, Cycle Dealer Bolton Pet Jan 9 Ord Jan 24

WILKINSON, MADELINE EVA, Brighton, Brighton Pet Jan 25 Ord Jan 23

WOOLLY, ISAAC, St Mark's st, Goodmans Fields, Birm. High Court Pet Jan 3 Ord Jan 25

Amended notice substituted for that published in the London Gazette of Jan 19:

NIGHTINGALE, ALFRED CHARLES, Woodcote Green, Wallington, Surrey, Advertisement Canvasser Jan 30 at 11.30 132, York rd, Westminster Bridge rd

ADJUDICATIONS.

AKROYD, WILLIAM, Heckmondwike, Yorks, Assistant Teacher Dewsbury Pet Jan 22 Ord Jan 22

ANSELL, FRED HERBERT, Lincoln, Butter Dealer Lincoln Pet Jan 23 Ord Jan 23

BALDWIN, ROBERT, Small Heath, Birmingham, Builder Birmingham Pet Jan 12 Ord Jan 24

BARROW, EDWARD, Earlestone, Lancs, Painter Warrington Pet Jan 22 Ord Jan 22

BELT, JOHN, Duffryn, Merthyr Tydfil, Collier Merthyr Tydfil Pet Jan 23 Ord Jan 23

BISHOP, FRANK, Capcoch, Aberdare, Glam, Labourer Aberdare Pet Jan 23 Ord Jan 23

BLACKWELL, MILES WILLIAM, Tredegar, Glam, Collier Merthyr Tydfil Pet Jan 22 Ord Jan 22

BLOEMFOLD, THOMAS WILLIAM, King's Lynn, Norfolk, Hay Merchant King's Lynn Pet Jan 22 Ord Jan 22

BROCKIE, JAMES, Forest Hill, Mechanical Engineer Greenwich Pet Jan 11 Ord Jan 22

BROWN, GEORGE, Constitution Hill, Wragby, Yorks, Green-grocer Wakefield Pet Jan 24 Ord Jan 24

BUCKLE, HAROLD, Hartlepool, Chemist Sunderland Pet Jan 23 Ord Jan 23

BUTT, WILLIAM, Worewood st, Builder High Court Pet Jan 23 Ord Jan 23

CHATFIELD, FREDERICK WILLIAM, Levedale rd, Forest Hill, Builder Greenwich Pet Jan 22 Ord Jan 22

COOKS, HARRIS, Edgbaston, Birmingham, Jeweller Birmingham Pet Jan 11 Ord Jan 22

COLLINE, RICHARD EDWARD McDOWALD, Stoke Newington rd, Tailor Edmonton Pet Dec 22 Ord Jan 22

COOPER, BENJAMIN, Gillingham, Kent, Builder Rochester Pet Jan 9 Ord Jan 24

CRANK, ALFRED, Wigan, General Dealer Wigan Pet Jan 24 Ord Jan 24

DAVIES, JOHN, Aberystwyth, Cardigan, Grocer Aberystwyth Pet Jan 10 Ord Jan 22

DAVIES, RICHARD, Swansea, Swansea Pet Jan 24 Ord Jan 24

DILKE, JOHN RICHARD, Tuthbury, Staffs, Painter Burton on Trent Pet Jan 22 Ord Jan 22

EVANS, DAVID, Rhyl, Flint, Plumber Bangor Pet Jan 22 Ord Jan 22

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FENTON, WALTER THOMAS, Wolverhampton, Pawnbroker Wolverhampton Pet Jan 12 Ord Jan 24

FOREST, JOHN ARTHUR, Sheffield, Yorks, Plumber Sheffield Pet Jan 23 Ord Jan 23

FRIEDHEIM, ARTHUR, Amhurst rd, Hackney, General Turner High Court Pet July 26 Ord Jan 20

HARRISON, JOSEPH, Paiton, Warwick, Farmer Leicester Pet Jan 24 Ord Jan 24

HARRIS, JAMES, Horsley, Surrey, Carpenter Guildford Pet Jan 27 Ord Jan 27

HARSHORN, ELIAS, Whittington Moor, nr Chesterfield, Builder Chesterfield Pet Jan 25 Ord Jan 25

HAYMAN, WILLIAM FRANCIS, Brixham, Devon, Watchmaker Plymouth Pet Jan 23 Ord Jan 23

HILL, LEWIS GEORGE, Redland, Bristol, Commission Agent Bristol Pet Jan 5 Ord Jan 20

HORNER, FREDERICK, Charleton, Berkeley sq, High Const Pet Oct 7 Ord Nov 10

JABLOWSKI, LEON, Sheffield, Tailor Sheffield Pet Jan 12 Ord Jan 20

JAMES, JOHN, Pontycymmer, Glam, Baker Cardiff Pet Jan 23 Ord Jan 23

JENKINS, EDWARD DAVID, New Tredegar, Mon, Draper Tredegar Pet Jan 12 Ord Jan 27

JONES, RICHARD, Tredegar, Mon, Draper Tredegar Pet Jan 26 Ord Jan 23

JONES, SIDNEY WILLIE, Tredegar, Mon, Painter Tredegar Pet Jan 28 Ord Jan 23

KNIGHT, WILLIAM, Kemlworth, Grocer Warwick Pet Jan 25 Ord Jan 25

KNOTT, JAMES, Stockport, Millwright Stockport Pet Jan 25 Ord Jan 25

LYONS, CORNELIUS, Saint Thomas, Sw. sea, Licensed Victualler Swansea Pet Jan 13 Ord Jan 26

NEWSTEAD, PERCY ELAND, Idle, Bradford, Theatrical Proprietor Bradford Pet Jan 27 Ord Jan 27

PERRY, HENRY THOMAS, Cleethorpes, Fish Buyer Gt Grimsby Pet Jan 26 Ord Jan 26

PITT, ERNEST ALFRED ROBERT, Birmingham, Grocer Birmingham Pet Jan 9 Ord Jan 27

PRICE, BENJAMIN, Llandrindod Wells, Radnor, Boarding House Keeper Newtown Pet Jan 25 Ord Jan 25

ROGERS, EDWIN, Derby, Bridge Erector Derby Pet Jan 23 Ord Jan 23

RUDSTON, GEORGE CALVERLEY, De Marin's Hot Springs, Wyo, Wyoming, USA, High Court Pet June 22 Ord Jan 25

SHAW, SAMUEL, Almondbury, Huddersfield, Pattern Weaver Huddersfield Pet Jan 26 Ord Jan 26

SHUTTLEWORTH, SARAH, Wolverhampton, Grocer Wolverhampton Pet Jan 26 Ord Jan 26

SIMPSON, JOHN, Lowth rd, Camberwell, Builder High Court Pet Dec 12 Ord Jan 25

SMITH, WILLIAM CHARLES, Willenhall, Staffs, Lock Manufacturer Wolverhampton Pet Jan 25 Ord Jan 25

SPAFFORD, WALTER, Thorpe on the Hill, Lincs, Farmer Lincoln Pet Jan 26 Ord Jan 26

THOMAS, ISAAC, Kening Hill, nr Bridgnorth, Glam, Shoemaker Cardiff Pet Jan 25 Ord Jan 25

TILLEY, HENRY EDWIN, Market Harborough, Leicestershire Painter Leicester Pet Jan 26 Ord Jan 26

UNDERWOOD, WALTER EDWIN, Whitwick, Leicester, Draper Burton on Trent Pet Jan 8 Ord Jan 24

WEST, JOHN, Atherton, Lancs, Cycle Dealer Bolton Pet Jan 9 Ord Jan 24

WILKINSON, MADELINE EVA, Brighton, Brighton Pet Jan 25 Ord Jan 23

WOOLLY, ISAAC, St Mark's st, Goodmans Fields, Birm. High Court Pet Jan 3 Ord Jan 25

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NIGHTINGALE, ALFRED CHARLES, Woodcote Green, Wallington, Surrey, Advertisement Canvasser Jan 30 at 11.30 132, York rd, Westminster Bridge rd

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

NICHOLSON, JOHN, Colomendre ter, Albany st, Regent's Park High Court Rec Ord Sept 6, 1905 Adjud Sept 23, 1905 Rec and Annul Jan 19

ADJUDICATION ANNULLED.

ANDERSON, DAVID THOMSON, Newcastle on Tyne, Tailor Newcastle on Tyne Adjud Feb 22, 1901 Annul Jan 18 London Gazette.—TUESDAY, Jan. 30.

RECEIVING ORDERS.

BAKES, HERBERT, Tollard Royal, Wiltshire, Farmer, Salisbury Pet Jan 23 Ord Jan 25

BLAKEMAN, THOMAS, Sandford Hill, Longford, Staffs, Auctioneer Stoke upon Trent Pet Jan 1 Ord Jan 22

BLEHLEY, ALBERT EDWARD, Clown, Derby, Grocer's Assistant Leicester Pet Jan 28 Ord Jan 25

BUNN, HENRY THOMAS, East Stour, Dorset Salisbury Pet Jan 23 Ord Jan 25

BUNN, THOMAS ALFRED, West Ealing, Bookeller Brentford Pet Jan 26 Ord Jan 25

BUCKLE, HAROLD, Hartlepool, Chemist Sunderland Pet Jan 23 Ord Jan 23

BUTT, WILLIAM, Worewood st, Builder High Court Pet Jan 23 Ord Jan 23

CHATFIELD, FREDERICK WILLIAM, Levedale rd, Forest Hill, Builder Greenwich Pet Jan 22 Ord Jan 22

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COLLINE, RICHARD EDWARD McDOWALD, Stoke Newington rd, Tailor Edmonton Pet Dec 22 Ord Jan 22

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DAVIES, RICHARD, Swansea, Swansea Pet Jan 24 Ord Jan 24

DILKE, JOHN RICHARD, Tuthbury, Staffs, Painter Burton on Trent Pet Jan 22 Ord Jan 22

EDWARDS, HERBERT, Holt, Wiltshire, Coal Merchant Bath Pet Jan 23 Ord Jan 25

FUKE, FRANCIS GEORGE, Burnaby gdns, Gurneysbury High Court Pet Jan 27 Ord Jan 27

GARTON, JOHN, Mole Hall, Debden, Essex, Farmer Cambridge Pet Jan 27 Ord Jan 27

GILBERT, SAMUEL, Nottingham, Operatic Vocalist Nottingham Pet Jan 23 Ord Jan 25

GREEN, HENRY JOHN, Southsea, Hants, Corn Merchant Portsmouth Pet Jan 25 Ord Jan 25

HARRIS, JAMES, Horsley, Surrey, Carpenter Guildford Pet Jan 27 Ord Jan 27

HARSHORN, ELIAS, Whittington Moor, nr Chesterfield, Builder Chesterfield Pet Jan 25 Ord Jan 25

HAYMAN, WILLIAM FRANCIS, Brixham, Devon, Watchmaker Plymouth Pet Jan 23 Ord Jan 23

HILL, LEWIS GEORGE, Redland, Bristol, Commission Agent Bristol Pet Jan 5 Ord Jan 20

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UNDERWOOD, WALTER EDWIN, Whitwick, Leicester, Draper Burton on Trent Pet Jan 8 Ord Jan 24

WEST, JOHN, Atherton, Lancs, Cycle Dealer Bolton Pet Jan 9 Ord Jan 24

WILKINSON, MADELINE EVA, Brighton, Brighton Pet Jan 25 Ord Jan 23

WOOLLY, ISAAC, St Mark's st, Goodmans Fields, Birm. High Court Pet Jan 3 Ord Jan 25

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NIGHTINGALE, ALFRED CHARLES, Woodcote Green, Wallington, Surrey, Advertisement Canvasser Jan 30 at 11.30 132, York rd, Westminster Bridge rd

FIRST MEETINGS.

ANSELL, FRED HERBERT, Lincoln, Butter Dealer Feb 5 at 12 Off Rec, 31, Silver st, Lincoln

BELLIS, THOMAS, Rock Ferry, Chester, Labourer Feb 7 at 12 Off Rec, 35, Victoria st, Liverpool

BELT, JOHN, Duffryn, Merthyr Tydfil, Glam, Collier Feb 7 at 3 135, High st, Merthyr Tydfil

BISHOP, FRANK, Capcoch, Aberdare, Glam, Labourer Feb 7 at 135, High st, Merthyr Tydfil

BEAKEY, RICHARD WOOLACOTT, Church pk, Mumbles, Glam, Builder Feb 9 at 11.30 Off Rec, 31, Alcester rd, Swansea

BRINE, THOMAS ALFRED, Uxbridge rd, West Ealing, Builders Feb 7 at 12 Off Rec, 14, Bedford row

BUCKLE, HAROLD, Hartlepool, Chemist Feb 7 at 3 Off Rec, 3, Manor pl, Sunderland

COLLINS, FRANCIS ERNEST, Cardiff Feb 7 at 11 111, 2 Mary st, Cardiff

CRANE, ALFRED, Wigton, General Dealer Feb 8 at 3 3, Exchange st, Bolton

DILKE, JOHN RICHARD, Tuthbury, Staffs, Painter Feb 7 at 11.30 Off Rec, 47, Full st, Derby

EDWARDS, HERBERT, Holt, Wiltshire, Coal Merchant Feb 7 at 11.45 Off Rec, 26, Baldwin st, Bristol

EGGINGTON, CORBETT ALFRED, Wolverhampton, Hairdresser Feb 7 at 11.30 Off Rec, Wolverhampton

EVANS, EDWIN, Whimsey Bridge, Oldbury, Worcester, Grocer Feb 8 at 12 191, Corporation st, Birmingham

GIFFORD, HENRY, Harlow, Essex, Farmer Feb 7 at 22 Bankruptcy bldgs, Carey st

GRAZIER, SARAH, Birmingham, Farmer Feb 7 at 11 29, Corporation st, Birmingham

GREEN, HENRY JOHN, Southsea, Hants, Corn Merchant Feb 8 at 4 Off Rec, Cambridge line, High st, Portsmouth

HAGGITT, HENRY, Kilburn, Yorks, Farmer Feb 7 at 22 Off Rec, Trinity House in, Hull

HARRISON, JOSEPH, Paiton, Warwick, Farmer Feb 7 at 22 Off Rec, 1, Berriedge st, Leicestershire

HAWKER, DAVID, Icken Way, Dorchester, Grocer Feb 7 at 22 King's Arms Hotel, Dorchester

HILL, LEWIS GEORGE, Redland, Bristol, Commission Agent Feb 7 at 12 Off Rec, 26, Baldwin st, Bristol

HOBBS, FREDERICK, Charles st., Berkeley sq. Feb 7 at 12 Bankruptcy bldgs, Carey st, Bath
JARLOVSKY, Leo, Sheffield, Tailor Feb 7 at 11.30 Off Rec, Figtree ln, Sheffield
JONES, RICHARD, Troedyrhw, Merthyr Tydfil, Collier Feb 9 at 133, High st, Merthyr Tydfil
KERSH, SOLOMON, Nottingham, General Dealer Feb 7 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
KNIGHT, WILLIAM, Kenilworth, Grocer Feb 7 at 12 Off Rec, 8, High st, Coventry
LAHER, EYE IN, Peckham, Hosier Feb 12 at 2.30 Bankruptcy bldgs, Carey st
LAURENCE, EDWARD, Linslade, nr Leighton Buzzard, Bucks, Hotel Proprietor Feb 7 at 12 The Elephant and Castle Hotel, Linslade, nr Leighton Buzzard, Bucks
LEWIS, BENJAMIN WILLIAM, Cadoxton, nr Neath, Glam Feb 8 at 12 Off Rec, 31, Alexandra rd, Swansea
MUGDOCK, JAMES EDWARD PAXTON, St John's rd, Harrow, Author Feb 12 at 11 Bankruptcy bldgs, Carey st
NEUFFERT, A H, Gt St Helen's, Merchant Feb 12 at 12 Bankruptcy bldgs, Carey st
NICKERSON, ERNEST ARTHUR LORNE, Aldershot, Lieutenant Feb 9 at 12.30 182, York rd, Westminster Bridge
NORRIS, CHARLES FREDERICK, Smithwick, Staffs, Photographer Feb 8 at 11 181, Corporation st, Birmingham
PARK, JOHN, West Norwood, Builder Feb 8 at 12 Bankruptcy bldgs, Carey st
PAIGE, RICK, Abercynon, Glam, Collier Feb 9 at 12 135, High st, Merthyr Tydfil
ROCHOLL, HEINRICH CARL, Ashton on Mersey, Cheshire, Engineer Feb 7 at 8 Off Rec, Byrom st, Manchester
ROWLANDS, THOMAS JOHN, Birkenhead, Chester, Hosier Feb 7 at 2.30 Off Rec, 35, Victoria st, Liverpool
RUDSTON, GEORGE CALVERLEY, Dr. Maris's Hot Springs, Big Horn, Wyoming, USA Feb 7 at 12 Bankruptcy bldgs, Carey st
SHAW, SAMUEL, Amoundby, Huddersfield, Pattern Weaver Feb 8 at 3 Off Rec, Prudential bldgs, New st, Huddersfield
SIMPSON, JOHN, Lower rd, Camberwell, Builder Feb 12 at 12 Bankruptcy bldgs, Carey st
SKINNER, EDWARD MOORE, Cheltenham, Baker Feb 8 at 4 County Court bldgs, Cheltenham
SMITH, GEORGE, Wilford, Notts, Farmer Feb 8 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
SMITH, GEORGE HENRY, Victoria sq, St George, Bristol, Carpenter Feb 7 at 11.30 Off Rec, 26, Baldwin st, Bristol
STACE, RUPERT, New Cleethorpes, Newsagent Feb 8 at 11 Off Rec, St Mary's chmrs, Gt Grimsby
TANNER, GEORGE CHARLES, Southrop, Glos, Baker Feb 8 at 13 County Court bldgs, Cheltenham
THACKRAY, PERCY EDMUND, Leicester Feb 7 at 12 Off Rec, 1, Herriidge st, Leicester
THOMAS, ISAAC, Kenfig Hill, nr Bridgend, Shoemaker Feb 7 at 3 117, St Mary st, Cardiff
TOMLIN, FRED, Tring, Herts, Bootmaker Feb 7 at 1, St Aldates, Oxford
TOWLER, SAMUEL GEORGE, Milton next Sittingbourne, General Merchant Feb 12 at 11.30 115, High st, Rochester
WALGATE, WALTER WILLIAM, Kingston upon Hull, Labourer Feb 7 at 11 Off Rec, Trinity House ln, Hull
WARD, WILLIAM ARTHUR, Kingston upon Hull, Laundry Agent Feb 8 at 11 Off Rec, Trinity House ln, Hull
WEBB, THOMAS HENRY, Swindon, Wheelwright Feb 7 at 11 Off Rec, 38, Regent circus, Swindon
WEST, JOHN, Atherton, Lancs, Cycle Dealer Feb 9 at 3 19, Exchange st, Bolton
WILKINSON, MADELINE EVA, Brighton Feb 8 at 10.30 4, Pavilion bldgs, Brighton
WINEHARD, WILLIAM, Wigton, Contractor Feb 15 at 3 Off Rec, 35, Victoria st, Liverpool
WOOLF, ISAAC, St Mark's st, Goodman's Fields, Baker Feb 8 at 12 Bankruptcy bldgs, Carey st
WINDHAM, THOMAS LANCELOT, Bromley Feb 7 at 11.30 182, York rd, Westminster Bridge

ADJUDICATIONS.

BAKER, HERBERT, Tolland Royal, Wilts, Farmer Salisbury Pet Jan 25 Ord Jan 25
BECH, CHARLES MARTIN, Sheffield, Manufacturer's Agent Sheffield Pet Dec 11 Ord Jan 26
BIRRELL, ALBERT EDWARD, Clown, Derby, Grocer's Assistant, Leicestershire Pet Jan 26 Ord Jan 26
BLAKE, HENRY THOMAS, East Stour, Salisbury Pet Jan 25 Pet Jan 25
BROOKFIELD, WILLIAM HENRY, Chestnut grove, Balham Wandsworth Pet Aug 23 Ord Jan 25
BROTH, JOHN, Sheffield, Draper Sheffield Pet Jan 19 Ord Jan 26
CLARKE, COL EDWARD, Ryett cres, Ravenscourt pk, High Court Pet Nov 29 Ord Jan 23
CLARKE, GEORGE OAK, Gt Grimsby Butcher Gt Grimsby Pet Jan 15 Ord Jan 28

DALY, JOHN, Manchester, Beer Retailer Manchester Pet Jan 25 Ord Jan 26
DAVIES, EVAN, Tonypandy, Glam, Boot Dealer Pontypridd Pet Jan 27 Ord Jan 27
EDWARD, HERBERT, Holt, Wilts, Coal Merchant Bath Pet Jan 25 Ord Jan 25
FUR, FRANCIS GEORGE, Burnaby gdns, Gunnersbury High Court Pet Jan 27 Ord Jan 27
GANTON, JOHN, Mole Hall, Dabden, Essex, Farmer Cambridge Pet Jan 27 Ord Jan 27
GILBERT, SAMUEL, Nottingham, Operatic Vocalist Nottingham Pet Jan 26 Ord Jan 26
GREEN, HENRY JOHN, Southsea, Hants, Corn Merchant Portsmouth Pet Jan 25 Ord Jan 25
HARRIS, JAMES, Horsley, Surrey, Carpenter Guildford Pet Jan 27 Ord Jan 27
HARRISON, ELIAS, Whittington Moor, nr Chesterfield, Builder Chesterfield Pet Jan 25 Ord Jan 25

HAYMAN, WILLIAM FRANCIS, Brixham, Devon, Watchmaker Plymouth Pet Jan 16 Ord Jan 26
HUGHES, ROBERT, Manchester, Fish Dealer Manchester Pet Nov 17 Ord Jan 26
JAMES, JOHN, Pontycymmer, Glam, Baker Cardiff Pet Jan 25 Ord Jan 25
JONES, RICHARD, Troedyrhw, Merthyr Tydfil, Collier Merthyr Tydfil Pet Jan 26 Ord Jan 26
JONES, SIDNEY WILLIE, Tredegar, Mon, Painter Tredegar Pet Jan 25 Ord Jan 26
KNOTT, JAMES, Stockport, Millwright Stockport Pet Jan 25 Ord Jan 25
KNIGHT, WILLIAM, Kenilworth, Grocer Warwick Pet Jan 25 Ord Jan 25
MARSH, BENJAMIN, Newp rt, Mon, Bootmaker Newport, Mon Pet Jan 9 Ord Jan 27
NEWSTEAD, PERCY ELIAS, Idle, Bradford, Theatrical Proprietor Bradford Pet Jan 27 Ord Jan 27
NICHOLLS, FRANCIS JAMES, Cardiff, Coal Merchant Cardiff Pet Jan 22 Ord Jan 27
PERRY, HENRY THOMAS, Cleethorpes, Fish Buyer Gt Grimsby Pet Jan 26 Ord Jan 26
PANCE, BENJAMIN, Llandrindod Wells, Boarding house Keeper Newtown Pet Jan 25 Ord Jan 25
ROGERS, EDWIN, Derby, Bridge Erector Derby Pet Jan 25 Ord Jan 25
ROWLANDS, THOMAS JOHN, Birkenhead, Hosier Birkenhead Pet Dec 21 Ord Jan 26
SHAW, SAMUEL, Almonbury, Huddersfield, Pattern Weaver Huddersfield Pet Jan 28 Ord Jan 26
SHUTTLEWORTH, SARAH, Wolverhampton, Grocer Wolverhampton Pet Jan 26 Ord Jan 26
SMITH, JOHN JAMES, Northwood, Hanley, General Shopkeeper Hanley Pet Dec 15 Ord Jan 25
SMITH, WILLIAM CHARLES, Willenhall, Staffs, Lock Manufacturer Wolverhampton Pet Jan 25 Ord Jan 25
SPAFFORD, WALTER Thorpe on the Hill, Lincs, Farmer Lincoln Pet Jan 25 Ord Jan 25
THOMAS, ISAAC, Kenfig Hill, nr Bridgend, Shoemaker Cardiff Pet Jan 25 Ord Jan 25
TILLEY, HENRY EDWIN, Market Harborough, Leicester, Painter Leicester Pet Jan 28 Ord Jan 26
UNDERWOOD, WALTER EDWIN, Whitwick, Leicester, Draper Burton on Trent Pet Jan 6 Ord Jan 27
WEST, JOHN, Atherton, Lancs, Cycle Dealer Bolton Pet Jan 9 Pet Jan 27
WILKINSON, MADELINE EVA, Brighton Brighton Pet Jan 25 Ord Jan 25
WILLIS, FRANK H, Hotham rd, Putney Wandsworth Pet Jan 25 Ord Oct 30

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